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

CONSENT AGENDA

April 20, 2017

5:30 P.M.

- (1) 911 Communications Requesting Approval to Amend the Current Communications Center Administrative Policy - Adding Item 10 - Recall to Duty and Mandatory Holdover (Pg. 1)
- (2) BCC Administration Requesting Approval for Columbia High School Fireworks Display -May 26, 2017 (Pg. 7)
- (3) BCC Administration Requesting \$279,100 from Sheriff's Office Special Revenue Fund/Reserves for the Purchase of Eight (8) Vehicles for Fleet Operations (Pg. 12)
- (4) BCC Administration Requesting Approval for Crime Stoppers of Columbia County as Official Crime Stoppers Program (Pg. 13)
- (5) BCC Administration Requesting Approval of Minutes Board of County Commissioners -Regular Meeting - March 2, 2017 (Pg. 16)
- (6) Building and Zoning Requesting Approval of Special Family Lot Permit Application (SFLP 17 35) for Kimberly Zuccola (Pg. 22)
- (7) Building and Zoning Requesting Approval of Special Family Lot Permit Application (SFLP 17 36) for Lori Zuccola (Pg. 42)
- (8) Building and Zoning Requesting Approval of Special Family Lot Permit Application (SFLP 17 34) Katherine Cunningham (Pg. 62)
- (9) Code Enforcement Franchise Collection Renewals for 2017-2018 (Pg. 75)
- (10) Economic Development McCrimons Office Supplies Lease Agreement and Addendum -Copier Equipment - Approved by BCC on 1/5/17 - 60 months @ \$118.65 per month (Pg. 148)
- (11) Human Resources Unpaid Leave Request Jordan Hoffman (Pg. 152)
- (12) Operations Requesting Approval to Repair Damage Erosion Issues SW Burnett Lane, CR 242, and Yolanda \$5,000 estimated cost (Pg. 155)
- (13) Operations Utility Permit Clay Electric Cooperative, Inc. Montana Street (Pg. 161)
- (14) Operations Utility Permit Florida Power and Light Pinemount Road (Pg. 167)

- (15) Operations Utility Permit City of Lake City Business Point Drive (Pg. 177)
- (16) Operations Requesting Approval of Contract Florida Department Of Corrections/Board of County Commissioners 3 Inmate Work Crews -10/25/2017-10/24/2018 \$172,491 (Pg. 184)
- (17) Operations Requesting Approval to Enter Private Property 280 Jacksonville Loop Tree on County Right-of-Way Dropping Limbs on Private Property (Pg. 197)
- (18) Purchasing Award Bid 2017-M Ft. White Senior Center Pavilion Little and Williams(Low Bidder) \$24,342 (Pg. 200)
- (19) Public Library Requesting Approval to Distribute Funds Donated by the Friends of the Library and the Women of the Moose Budget Amendment #BA 17-38 \$825 (Pg. 206)
- (20) Tourist Development Council Requesting Approval for Interfuse Summer 2017 Visit Florida Newspaper Insert and Digital Banner Advertisement- \$7,000 (Pg. 213)
- (21) Tourist Development Council Request Budget Amendment #BA-17-40 Reimburse Expense Line Items from Revenue Received - \$35,235 (Pg. 219)



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: April 11, 2017		Meeting Date: April 20, 2017				
Name: Tom Brazil		Department:	Combined Emergency Communications Center			
Division Manager's Signature:	Sh	5				

1. Nature and purpose of agenda item:

Request for addition to Chapter 2 of the 911 Communications Center Administrative Policy adding item 10 Recall to Duty and Mandatory Holdover.

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

2. Fiscal impact on current budget.

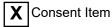
Is this a budgeted item?	X	N/A
		Yes Account No.
		No Please list the proposed budget amendment to fund this request
Budget Amendment Number	:	Fund:

FROM:

TO:

AMOUNT:

For Use of County Manger Only:





COLUMBIA COUNTY, FLORIDA COMBINED COMMUNICATIONS CENTER 9-1-1 263 NW LAKE CITY AVE. LAKE CITY, FL 32055 (386) 758 -1 125 FAX (386) 758-1386

MEMORANDUM

DATE: April 12, 2017

TO: Scott Ward Assistant County Manager

FR: Thomas W. Brazil Director / 911 Coordinator

RE: Agenda Item Request seeking Board approval for addition to Communications Center Admin. Policy Chapter 2 adding Section 10

I am seeking Board approval to amend the current Communications Center Administrative Policy Section 2 adding item#10 (Recall to Duty and Mandatory Holdover). As the 911 Center operates as a public safety agency staffed 24/7, it is essential that we have the ability to adequately staff positions. This it is imperative we have the ability to recall and hold over personnel in unforeseen emergency situations. While we do have an existing on-call policy the authority to recall and hold over employees is not specifically addressed in the Center's Administrative Policy Manual. This request is seeking Board approval to correct that policy issue.

Note: This policy on recall and holdover mirrors the Columbia County Fire Departments policy regarding this.

Revised policy is attached with the addition highlighted in red and underlined.

cc: file

COLUMBIA COUNTY COMBINED COMMUNICATIONS CENTER

Title:	Section:				
Staffing Guidelines	2				
Effective: 03/03/2011	Revised: 1/7/2016				
Amends/Rescinds: All previous					
Contents:					
Hours of Operation:		1			
Minimum Staffing:		2			
Shift Bid and Rotation					
Member Leave / Family Medical Leave:		4			
Sick Leave:		5			
Unauthorized Absence From Duty:		6			
Tardiness:		7			
Overtime Guidelines		8			
On Call:		9			
Recall to Duty and Mandatory Holdover		10			

1) Hours of Operation:

- a) The Communications Center operates 24 hours per day, 7 days per week. Personnel may be required to work odd hours, holidays, and weekends. Shift work is a condition of employment.
- b) The normal shift hours are as follows:

Shifts are divided into 12 hour increments with 2 shifts working days and 2 shifts working nights with the following designations:

- i) Alpha Shift
- ii) Bravo Shift
- iii) Charlie Shift
- iv) Delta Shift

2) Minimum Staffing:

- i) In order to provide station coverage and relief, all squads will operate with no less than five (5) emergency communications personnel. This will provide one (1) member the opportunity for advanced approved leave at any given time.
- Exception (4) person minimum, to include the supervisor, is permitted on any actual Columbia County Board of County Commissioners recognized Holiday. The additional person being off cannot require expenditure of additional overtime for shift coverage.

- b) Supervisors may authorize overtime to compensate for vacancies due to the following circumstances:
 - resignation/termination of member(s)
 - new hires in training
 - Sick Leave/Family Medical Leave
 - > Training
 - Jury duty, when such situations would prohibit other shift personnel from utilizing leave.
 - > Bereavement

3) Shift Rotation:

- Shifts will rotate every 2 months.
- Rotation and shift assignment is at the sole discretion of the Communications Center Manager.
- Any accommodation to an employee to remain on a particular shift is at the sole discretion of the Communications Center Manager.

4) Member Leave:

• Will follow the Columbia County Board of County Commissioners Policy and Procedure.

5) Sick Leave/Family Medical Leave:

- a) Members will use sick leave and family medical leave in accordance with the Board of County Commissioners Policy and Procedure Manual.
- b) Members will speak with the on-duty Assistant Communications Center manager, 9-1-1 Public Safety Telecommunicator Supervisor, or acting-supervisor, thereby establishing an oral communication *and* confirmation of the member's request to utilize sick leave. A leave slip shall be completed indicating a member called in sick. The form will be coded sick leave. The information received by the Assistant Communications Center Manager, shift supervisor, acting-supervisor or other on-duty personnel will be promptly documented *and* communicate to the affected squad supervisor.
- c) Notification, if possible, shall be made two (2) hours prior to shift. This provides time to locate a replacement.
- d) Management may contact the affected member during the course of the sick leave. Members are required to respond to these contacts.
- e) Sick leave longer than three (3) working days may require a legible doctors' note, submitted to member's supervisor, upon return to duty.

6) Unauthorized Absence From Duty:

- a) Personnel absent from duty without authorization may be subject to disciplinary actions.
- b) Three days without notice constitutes abandonment of position as per Columbia County Personnel Policies.

7) Tardiness:

When a member is going to be late for work he/she will call in to report that he/she will be late. Employees should speak directly to the on-duty 9-1-1 Public Safety

Page 2

Telecommunicator Supervisor. Prior to the end of the shift, tardy employees will submit a memo to their 9-1-1 Public Safety Telecommunicator Supervisor. This memo will indicate the time they reported for duty and the reason they were late.

8) Overtime:

- a) Any full time non exempt staff member who works in excess of 40 hours per week shall be eligible for overtime compensation.
- b) The shift schedule is placed in the Communications Center approximately two weeks prior to the effective date. The Assistant Communications Center Manager will review the shift schedule and post any known overtime.
- c) Priority for posted overtime for Communications will be given first come first serve basis.
- d) Members who have signed up for overtime accept the responsibility for that vacancy.
- e) If the member who signed up for overtime is unable to fulfill that obligation, it is their responsibility to find a replacement.
- f) 9-1-1 Public Safety Telecommunicator Supervisors are permitted to work overtime.
 - i) 9-1-1 public Safety Telecommunicator Supervisors working on a squad other than their own will answer to that squad's supervisor, regardless of seniority status.
 - ii) In the absence of that squad's supervisor, the 9-1-1 Public Safety Telecommunicator Supervisor working overtime will assume that role for the duration of their stay.
- g) When the vacated position is not filled, which results in staffing under minimum standards, members on duty may be held over to meet operational needs.
- h) When members work overtime, it must be approved by the on-duty 9-1-1 Public Safety Telecommunicator Supervisor.

9) On-Call

PURPOSE: To ensure the availability of personnel for emergency call in to provide adequate shift coverage.

ROCEDURE:

- The Center will establish an on-call list and those employees assigned on-call will be paid at a rate of \$15.00 per twelve (12) hour period of on-call time.
- Employees who are on-call must remain contactable via telephone, are not permitted to consume any alcoholic beverage and be able to respond to the Center in a reasonable amount of time (generally under 1 hour) when on-call.

10) Recall to duty and Mandatory Holdover

- a. All employees shall remain at work until properly relieved of duty.
- b. <u>All employees, irrespective of rank, shall be required to hold over due to</u> <u>circumstances beyond control of the Center. If needed, mandatory holdover will</u> <u>be executed to ensure that shift coverage and minimum staffing of positions</u> <u>covered appropriately.</u>
- c. Compensation will begin from the time the employee reports for duty.
- d. <u>Employees recalled to duty shall report within a reasonable period of time after</u> being notified to report to the Center.

e. <u>Employees shall respond to emergency recall unless incapacitated. Any employee</u> who refuses to respond shall be subject to disciplinary action in accordance with <u>County Personnel Policies and Procedures</u>



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: April 11, 2017	Meeting Date: April 20, 2017
Name: Scott Ward	Department: BCC Administration
Division Manager's Signature:	Sh

1. Nature and purpose of agenda item:

BCC Administration - Requesting Approval for Columbia High School - Fireworks Display - May 26, 2017

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

2. Fiscal impact on current budget.

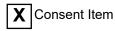
Is this a budgeted item?	X	N/A
		Yes Account No.
		No Please list the proposed budget amendment to fund this request
Budget Amendment Number	:	Fund:

FROM:

TO:

AMOUNT:

For Use of County Manger Only:



Penny Stanley

From: Sent: To: Subject: Attachments: Keith Hatcher <hatcherk@columbiak12.com> Monday, April 10, 2017 3:35 PM Penny Stanley Fireworks for CHS Graduation CHS Fireworks 4-2017.pdf

To Whom This May Concern,

This email is to request a permit for the use of fireworks at the 2017 Graduation Ceremony at Columbia High School. The ceremony will take place at Tiger Stadium on the campus of Columbia High on Friday, May 26, 2017, tentatively set for 7:00 p.m.

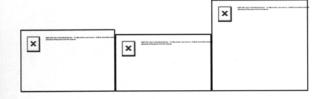
Attached is an aerial photo of the site as well as the insurance certificate of the pyrotechnic company, Dragonworks. Should you need anything further, please do not hesitate to contact me.

嘲

Best Regards,

Keith L. Hatcher

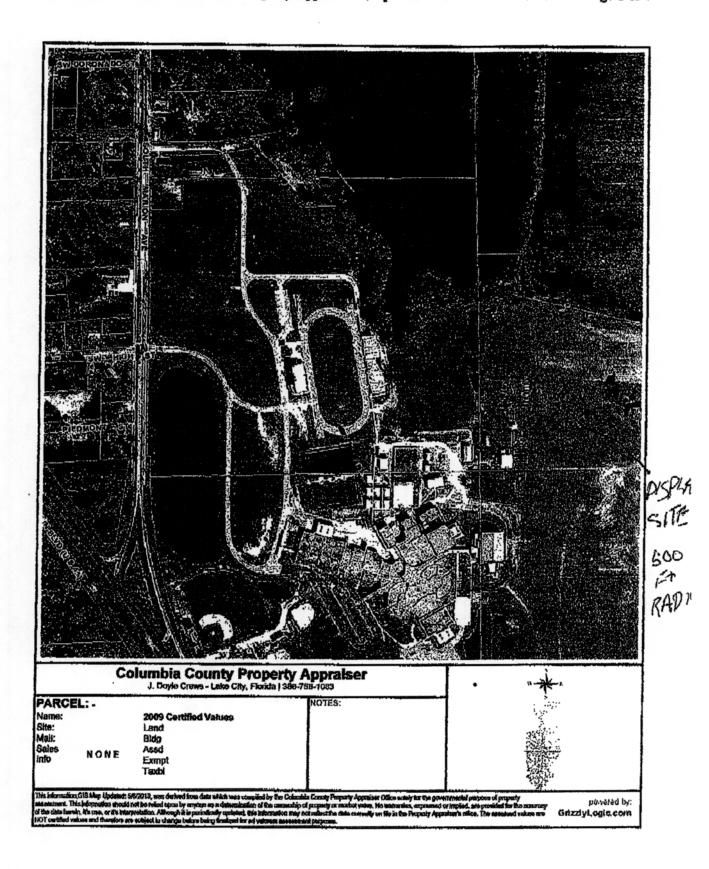
Keith L. Hatcher Director of Purchasing and Risk Management Columbia County School District 372 W. Duval Street Lake City, FL 32025 (386)755-8031



Under Florida law, email addresses are public records. If you do not want your email address released in response to a publicrecords request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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1 mil rieview - Columbia County Property Appraiser - Map Printed on 5/7/2010 9:02:06 ... Page 1 of 1



http://g2.columbia_floridapa.com/GIS/Print_Map.asp?pjboiibchhjbnligcafceelbjemnolkjkmg... 5/7/2010

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C.S. Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosive

Federal Explosives License/Permit (18 ILS.C. Chapter 40)

Bureau of Alcohol, Tobacoo, Firearms and Explosives	(18 U.S.C. Chapter 40)
in accordance with the provisions of Title XI, Organized Crime Control Act of 19 the activity specified in this license or permit within the limitations of Chapter 40, expiration date shown. <u>THIS LICENSE IS NOT TRANSFERABLE UNDER</u>	970, and the regulations issued thereunder (27 CER Part 555), you may engage in Title 18, United States Code and the regulations issued thereunder, until the R.27. CER 555.53. See "WARNINGS" and "NOTICES" on reverse.
Direct ATF ATF - Chief, FELC Correspondence To 244 Needy Road Martinsburg, WV 25405-9431	Lisense Permit 1-FL-017-24-9G-00750
Chief, Federal Explosives Licensing Conter (FELC) Christopher R. Reeges	Date July 1, 2019
DRAGONWORKS	
Premises Address (Changes? Notify the FELC at least 10 days before the move.) 11314 W PARTIN TRAIL HOMOSASSA, FL 34448-	
Type of License or Permit	
24-IMPORTER OF EXPLOSIVES	
The licensee or permitteenented above shall use a copy of the license or permit to assist a pressform of explosives to verify the identity and the licensed states of the licenses or accumine as provided by 27 CFR Part 555. <u>The signature of standards with a signature</u> intraded to be an original signature is acceptable. The signature inits being of the Federa Explosives Licensee (FEL) or a responsible person of the FEL. Justify that this is a true rapport of a license or permit issued to the license or permittee mained above and the signature in the intrades or operations specified above under "Type of License or Permit."	DRAGONWORKS
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esistess or operations not less than 10 days prior to such removal with the Chief, Forsainder of the term of the original license or permit. (The Chief, FELC, shall, if a permit to the Director of Industry Operations for denial in accordance with highs of Succession (27 CFR 555.59). (a) Certain persons other than the license assesses or operations at the same address shown on, and for the remainder of the reliad, or executor, administrator, or other legal representative of a deceased license assess of of creditors. (b) In order to accure the right provided by this section, the p	The licensee of permittee is required to give notification of the new location of the educat Explosives Licensing Center. The license or permit will be valid for the the licensee or permittee is not qualified, refer the request for amended license § 555.54.)
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DEAGONWORKR

03/23/2017 07:11 FAX 1352628694



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: April 13, 2017	Meeting Date: April 20, 2017
Name: Ben Scott	Department: BCC Administration
Division Manager's Signature:	Ben Scatt

1. Nature and purpose of agenda item:

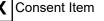
Requesting \$279,100 from Sheriff's Office Special Revenue Fund/Reserves for the purchase of eight (8) vehicles for fleet operations

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

2. Fiscal impact on current budget.

Is this a budgeted item?	N/A				
	Yes Accou	nt No.			
	X No Please request	list the propo	sed budg	et amendment to fund this	
Budget Amendment Number:	BA 17-41		Fund:	121-SHERIFF SPECIAL RE	VENUE
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For Use of County Manger Only:



Discussion Item



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's	Bate:	April 7, 2017		Meeting Date	: April 20, 2017	
Name:	Esther	Chung		Department:	Columbia County Sheriff's Office	
Divisior	n Manag	ger's Signature:	Sh			

1. Nature and purpose of agenda item:

Approve Crime Stoppers of Columbia County as Official Crime Stoppers Program

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

2. Fiscal impact on current budget.

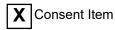
Is this a budgeted item?	X	N/A
		Yes Account No.
		No Please list the proposed budget amendment to fund this request
Budget Amendment Number	:	Fund:

FROM:

TO:

AMOUNT:

For Use of County Manger Only:





Date: April 12, 2017

To: Columbia County Board of County Commissioners

From: Cindy Innocenti, Program Director/Treasurer Crime Stoppers of Columbia County

Re: Authorization Letter

On behalf of the Board of Directors of Crime Stoppers of Columbia County, Inc., I would like to request a letter from the County Commission that acknowledges Crime Stoppers of Columbia County, Inc. as the official crime stoppers program in Columbia County. This letter would authorize Crime Stoppers of Columbia County, Inc. to apply and receive funds from the Crime Stoppers Trust Fund, as required in subsection 15.555(5)(b) of the Florida State Statutes.

386-754-7099

www.columbiacrimestoppers.net

4917 US 90 East • Lake City, Florida 32055 Funds provided by Office of the Attorney General, Crime Stoppers Trust Fund

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

April 12, 2017

The Honorable Pam Bondi Office of Attorney General State of Florida The Capitol PL-01 Tallahassee, FL 32399-1050

RE: 2016-2017 Florida Crime Stoppers Trust Fund Grant No: 030-16 CSFA #41.002

Dear Honorable Bondi:

The Columbia County Board of Commissioners during their regular meeting of April 20, 2017 approved Crime Stopper of Columbia County, Inc. to be recognized as the official crime stoppers program in Columbia County.

As such, the Board authorizes Crime Stoppers of Columbia County, Inc. to act as its agent for the purposes of applying and receiving monies from the Crime Stoppers Trust Fund. This request is made per requirements in subsection 15.555(5)(b) of the Florida State Statutes.

Sincerely,

Ronald Williams Chairman

RW/egc



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: April 7, 2017		Meeting Date: April 20, 2017				
Name: Penny Stanley		Department:	BCC Administration			
Division Manager's Signature:	Sh					

1. Nature and purpose of agenda item:

BCC Administration - Requesting Approval of Minutes - Board of County Commissioners - Regular Meeting - March 2, 2017

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

2. Fiscal impact on current budget.

Is this a budgeted item?	X	N/A
		Yes Account No.
		No Please list the proposed budget amendment to fund this request
Budget Amendment Number	:	Fund:

FROM:

TO:

AMOUNT:

For Use of County Manger Only:

Consent Item

Discussion Item

Columbia County Board of County Commissioners

Minutes of March 2, 2017

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

Commissioners in Attendance:	Chairman Ronald Williams, Rusty DePratter, Tim Murphy, Bucky Nash and Everett Phillips.
Others in Attendance:	County Manager Ben Scott ("CM") Assistant County Manager Scott Ward ("ACM") Assistant County Manager Kevin Kirby ("ACM") County Attorney Joel Foreman Deputy Clerk Susan Weeks

Agenda Additions/Deletions

Additions: None

Deletions: Special Meeting Request

MOTION by Commissioner Nash to approve the agenda with deletion. SECOND by Commissioner Murphy. The motion carried unanimously.

Ministerial Matters

Healthy Weight Community Champion 2017

Brenda Brown, Representative for the Healthiest Weight Florida with the Florida Department of Health, presented the Commission with a certificate in recognition of the County's effort to promote healthy weight in our communities.

Blessing Box Project

Citizen Kyle Green explained the Blessing Box Project and requested permission to place a blessing box at the Public Library downtown.

Discussion ensued.

Public Comment on Discussion and Action Items:

An unidentified citizen offered comment on ethics.

Citizen Karen Mullins offered comment on chicken farms.

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

Consent Agenda:

- (1) BCC Administration Approval of Friday, December 22, 2017 Alternate Day to Observed Christmas Eve Holiday
- (2) Building & Zoning Special Family Lot Permit (SFLP 17 30) Gary W. Laxton, Jr.
- (3) Emergency Communications Center Request to Apply Spring 2017 E-911 Board Rural Grant - 911 Support & Maintenance - \$67,210
- (4) Emergency Management Approve Lease Agreement Marcotek Upgrade Xerox Copy Machine - \$190 Monthly
- (5) Human Resources Worxtime Amendment Service Agreement Estimated Cost \$1,000
- (6) Operations Department Utility Permit AT&T SW Tustenuggee Ave and SW Bedenbaugh Ln Placement of Buried Fiber Cable
- (7) Operations Department Utility Permit Florida Power and Light NW Moore Farm Rd -Installing Directional Bore
- (8) Operations Department Permission to Enter Private Property SW Bunn Drive Tree Removal
- (9) Operations Department Permission to Enter Private Property Parcel #09068-000 Tree Removal
- (10) Operations Department Permission to Enter Private Property 1152 SW Little Road Tree Removal

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

Discussion and Action Items:

Project 16-15

Economic Development Director Glenn Hunter presented the Board with an Economic Development Agreement for Project 16-15 that was approved by the Economic Development Advisory Board ("EDAB") on February 1, 2017. The agreement is for a 75% tax rebate for six (6) years. The Economic Development Department is recommending approval.

Discussion ensued.

The following changes to be made to the agreement:

Pro Rata removed, company receives zero incentive in years minimums not met Sheriff portion to be pulled out of the incentive Audit expense paid by company, County selects auditor Certificate of Occupancy issued by 2018

MOTION by Commissioner DePratter to approve with changes. SECOND by Commissioner Nash. The motion carried unanimously.

Nature Source Mulch

Nature Source has approximately four thousand cubic yards of mulch available for donation to the County. The County would be responsible for transporting the material at a cost of \$45.00 per load. There are approximately three hundred loads for a total of \$13,500. The same amount of cover purchased would cost \$37,500. The acceptance of the mulch from Nature Source would save the County approximately \$24,000. Staff recommended approval.

Discussion ensued.

MOTION by Commissioner DePratter to take staff recommendation. SECOND by Commissioner Murphy. The motion carried unanimously.

Resolution No. 2017-CA -2 – Animal Control

ACM Ward outlined the amendments to the Animal Control Ordinance and recommended approval.

Discussion ensued.

County Attorney Foreman to work on changes to the verbiage in #9.

MOTION by Commissioner Nash to take staff recommendation with the change. SECOND by Commissioner Phillips.

Discussion ensued.

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

Resolution No. 2017-CA -1-Ellisville Utility Services

County Attorney Foreman presented the Board with a recommendation from the EDAB to suspend water and sewer capacity fees for utility services in the Ellisville area and requested authorization to prepare an ordinance and set an adoption hearing.

Discussion ensued.

County Attorney Foreman will make suggested changes and bring this back before the Board.

County Manager Recommendations (PowerPoint Presentation Attached)

(1) Supervisor of Elections Office Lease

Recommending approval of a two year extension of the lease with a month to month option for an additional five years. Either party may cancel after the first two years by providing ninety days written notice.

MOTION by Commissioner Nash to take staff recommendation. SECOND by Commissioner Phillips. The motion carried unanimously.

(2) Lease for County Extension, Tourist Development, Code Enforcement and the Veterans Services offices.

Recommending approval of a two year extension of the lease with a month to month option for an additional five years. Either party may cancel after the first two years by providing ninety days written notice.

MOTION by Commissioner Nash to take staff recommendation.. SECOND by Commissioner Phillips. The motion carried unanimously.

(3) Property Acquisition Guidelines

Recommending approval of the changes to the Right-of-Way Acquisition Guidelines; now known as the Property Acquisition Guidelines.

Staff to develop a pricing schedule and bring this back before the board

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

Open Public Comments:

Citizen Stewart Lilker offered comment on Suwannee Valley Transit, City Hall and a heroin problem in Columbia County. Commissioners Williams and DePratter, CM Scott, Attorney Foreman and Sheriff Hunter responded.

Citizen Sandra Smith passed on a message from the owner of the Blanche.

Adjournment

There being no further business, the meeting adjourned at 7:45 p.m.

ATTEST:

Ronald Williams, Chairman Board of County Commissioners

P. DeWitt Cason Clerk of Circuit Court



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:	April 10, 2017		Meeting Date	: April 20, 2017	
Name:	Brando	on M. Stubbs		Department:	Building And Zoning	
Divisior	n Manag	ger's Signature: _	Sh			

1. Nature and purpose of agenda item:

Special Family Lot Permit Application (SFLP 17 35) for Kimberly Zuccola.

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

2. Fiscal impact on current budget.

Is this a budgeted item?	X	N/A
		Yes Account No.
		No Please list the proposed budget amendment to fund this request
Budget Amendment Number:		Fund:

FROM:

TO:

AMOUNT:

For Use of County Manger Only:

Consent Item

Discussion Item



Columbi	a C	ounty	V
Gateway	to	Flori	da

	NG USE ONLY # SFLP	
Application I Receipt No.	Fee \$50.00	
	4-10-17	
Completenes	s Date <u>4-10-17</u>	

Special Family Lot Permit Application

A. **PROJECT INFORMATION**

- 1. Title Holder's Name: CEF REAITY TUST FIDRENCE ZUCCOLA
- 2. Address of Subject Property: COUNTY ROAD S-133 SE ALFRED MARKHAM ST
- 3. Parcel ID Number(s): <u>K08970-000</u>
- 4. Future Land Use Map Designation: A G
- 5. Zoning Designation: A-3
- 6. Acreage of Parent Parcel: 5.01 ACRES
- 7. Acreage of Property to be Deeded to Immediate Family Member: <u>2.58</u>
- 8. Existing Use of Property: LAND
- 9. Proposed use of Property: HOME

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

B. APPLICANT INFORMATION

- 1. Applicant Status 🗹 Owner (title holder) 🗆 Agent
- 2. Name of Applicant(s): Kimberly A. ZUCCOLA Title: OWNER Company name (if applicable):

Mailing Address: PO BOX 2954 City: Lake Ciry State: FL Zip: 32056 Telephone: BOD - 1106 Fax: (_) Email: DOZER 1014 @ Vahoo, 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): Florence Zuccola as Trustee (& FReal TY Mailing Address: POBOX 2964 City: City: City: State: FL Zip: BAO66 Telephone: Bob Computer Florence City Email: DOZERIOIN O Jahoo.Com PLEASE NOTE: Florida has a very broad public records law. Most written communications to
 - or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure. *Must provide an executed Property Owner Affidavit Form authorizing the agent to act on behalf of the property owner.

C. ATTACHMENT/SUBMITTAL REQUIREMENTS

- 1. Map, Drawing, or Sketch of Parent Parcel Showing the Location of the Proposed Lot being Deeded to Immediate Family Member with Appropriate Dimensions (Must be a Minimum of One Acre).
- Personal Identification and Proof of Relationship, to Establish the Required Immediate Family Member Status, of both the Parent Parcel Owner and the Immediate Family Member. The Personal Identification Shall Consist of Original Documents or Notarized Copies from Public Records. Such Documents may include Birth Certificates, Adoption Records, Marriage Certificates, and/or Other Public Records.
- 3. Family Relationship Residence Agreement Affidavit is Required Stating that the Special Family Lot is being Created as a Homestead by the Immediate Family Member, that the Immediate Family Member shall obtain Homestead Exemption on the Lot. This Affidavit shall be Recorded in the Clerk of Courts Office.
- 4. Legal Description of Parent Parcel with Acreage (In Microsoft Word Format).
- 5. Legal Description of Property to be Deeded to Immediate Family Member with Acreage (In Microsoft Word Format).
- 6. Legal Description of Parent Parcel with Immediate Family Member Lot Removed with Acreage (In Microsoft Word Format).
- 7. Proof of Ownership (i.e. deed).
- 8. Agent Authorization Form, if applicable (signed and notarized).
- 9. Proof of Payment of Taxes (can be obtained online via the Columbia County Tax Collector's Office).
- 10. Fee. \$50.00 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

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

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

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

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

Columbia County – Building and Zoning Department P.O. Box 1529, Lake City, Fl 32056-1529 ♦ (386) 758-1008 Any decision made by the Board of County Commissioners is subject to a 30 day appeal period as outlined in Article 12 of the Land Development Regulations. Any action taken by the applicant within the 30 day appeal period is at the applicant's risk. No Certificate of Occupancy shall be issued until the 30 day appeal period is over or until any appeal has been settled.

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

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

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

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

Kimberly a. ZUCCOla

Applicant/Agent Name (Type or Print)

inberly a. Zuerolo

Applicant/Agent Signature

4-10-17

Date

FAMILY RELATIONSHIP AFFIDAVIT

STATE OF FLORIDA COUNTY OF COLUMBIA

BEFORE ME-the undersigned Notary Public personally appeared, Florence Zuccola CEF Rearry TRIST the Owner of the parent parcel which has been subdivided for and <u>Hombelly P.ZUCCOla</u>, the Immediate Family Member of the Owner, which is intended for the Immediate Family Members primary residence use. The Immediate Family Member is related to the Owner as <u>Aaughter</u>. Both individuals being first duly sworn according to law, depose and say:

- 1. Affiant acknowledges Immediate Family Member is defined as parent, grandparent, step-parent, adopted parent, sibling, child, step-child, adopted child or grandchild.
- 2. Both the Owner and the Immediate Family Member have personal knowledge of all matters set forth in this Affidavit.
- 3. The Owner holds fee simple title to certain real property situated in Columbia County, and more particularly described by reference with the Columbia County Property Appraiser Parent Tract Tax Parcel No. <u>ROS970-000</u>.
- 4. The Immediate Family Member holds fee simple title to certain real property divided from the Owners' parent parcel situated in Columbia County and more particularly described by reference to the Columbia County Property Appraiser Tax Parcel No.
- 5. No person or entity other than the Owner and Immediate Family Member to whom permit is being issued, including persons residing with the family member claims or is presently entitled to the right of possession or is in possession of the property, and there are no tenancies, leases or other occupancies that affect the property.
- 6. This Affidavit is made for the specific purpose of inducing Columbia County to recognize a family division for an Immediate Family Member being in compliance with the density requirements of the Columbia County's Comprehensive Plan and Land Development Regulations (LDR's).
- 7. This Affidavit and Agreement is made and given by Affiants with full knowledge that the facts contained herein are accurate and complete, and with full knowledge that the penalties under Florida law for perjury include conviction of a felony of the third degree.

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

Florence zuccola Typed or Printed Name CEF Realty TRUST

Kimberly A ZUCCOLQ Typed or Printed Name

Subscribed and sworn to (or affirmed) before me this <u>10</u> day of <u>April</u> 20<u>17</u>, by <u>Florence Zuccola</u> (Owner) who is personally known to me or has produced _____as identification. FUDL

Notary Public



Subscribed and sworn to (or affirmed) before me this <u>10</u> day of <u>April</u>, 20<u>17</u>, by <u>Kimberly \mathbb{Z} uccola</u> (Family Member) who is personally known to me or has produced ______as identification.

Notary Public



APPROVED: COLUMBIA COUNTY, FLORIDA

By: _____

Name: _____

Title:

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 Kimberly ZUCCOla (Name of Person to Act as my Agent)

for NA (Company Name for the Agent, if applicable)

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

for <u>Special Family lot Application</u>

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.

Sales Price: \$ 46,000.00 Doc Stumps: \$ 322.00

Nume:	Trish Lang, an employee of
	NORTH CENTRAL FLORIDA TITLE
	LLC
Address:	343 NW COLE TER
	LAKE CITY, FL. 32055
	File No. 17Y-03024TL

SPACE ABOVE THIS LINE FOR PROCESSING DATA.

Parcel I.D. . R08970-000

Inst: 201712005271 Date: 03/23/2017 Time: 2:06PM Page 1 of 2 B: 1333 P: 792, P.DeWitt Cason, Clerk of Court Columbia, County, By: BD Deputy ClerkDoc Stamp-Deed: 322.00

SPACE (BOYL THIS LIVE FOR RECORDING DATA

THIS WARRANTY DEED Made the 17th day of March. A.D. 2017. by ELIZABETH P. TAYLOR. JAMES R. TAYLOR, JR., JAMIE L. TAYLOR and JONATHAN R. TAYLOR. CONVEYING NON-HOMESTEAD PROPERTY, hereinafter called the grantors. To FLORENCE M. ZUCCOLA AND LORI. ZUCCOLA, SUCCESSOR CO-TRUSTEE'S OF THE C & F REALTY TRUST DATED JUNE 17, 1985, whose post office address is P.O. BOX 2954, LAKE CITY, FL 32056, hereinafter called the grantees:

(Wherever used herein the terms "grantors" and "grantees" include all the parties to this instrument, singular and philal, the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires a

Witnesseth: That the grantors, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantees all that certain land situate in COLUMBLA County, State of Florida, viz:

A part of the NW 1/4 of Section 34. Township 4 South, Range 17 East, and also being part of lands described in Official Records Book 907 Page 1253 of the public records of Columbia County, Florida being more particularly described as follows:

Commence at the Southeast corner of the NE 1/4 of said NW 1/4 and run N 7°30'00"E, along the East line thereof a distance of 24.400 feet to a point on the North right of way line of County Road 133B. being also known as SE Alfred Markham Street. (an 80 foot public right of way); thence \$88°58'00"W, along said North right of way line, a distance of 405.00 feet to the point of beginning: thence continue S88°58'00"W, along said North right of way line, a distance of 585.36 feet to the Southwest corner of the lands described in Official Records Book 768 Page 862 of the public records of Columbia County. Florida: thence continue along said North right of way line, \$89°07'49"W, a distance of 139.96 feet to the point of curvature of a curve being concave to the North, having a radius of 5689.58 feet, a central angle of 2°11'39", a chord bearing of N89°56'31"W, and a chord length of 217.89 feet: thence along said curve and North right of way line an arc length of 217.90 feet to the point of beginning: thence N 1º14'24"W, a distance of 410.94 feet to the South line of Rose Creek Fleights Plat as recorded in Plat Book 3, Page 49 of the public records of Columbia County, Florida; thence S88°47'08"W, along said South line, a distance of 456.99 feet to the SW corner of Lot 22 of said Rose Creek Heights Plat: thence continue along said South line. S88°54'36" W, a distance of 207.07 feet to the SW corner of Lot 25 of said Rose Creek Heights Plat and the East right of way line of US Highway No. 41, (State Road No. 2), (a 150' public right of way); thence \$30°56'46"E, along said East right of way line, a distance of 392.40 feet; thence continue along said East right of way line, \$59°18'43"E, a distance of 88.40 feet to the North right of way line of County Road 133B; thence \$87°31'32"E, along said North right of way line, a distance of 255.22 feet to the point of curvature of a curve being concave to the North, having a radius of 5689.58 feet, a central angle of 1°24'39", a chord bearing of \$88°08'22"E, and a chord distance of 140.11 feet: thence along said curve and North right of way line, an are distance of 140.11 feet to the point of beginning.

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

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

And the grantors hereby covenant with said grantees that they are lawfully seized of said land in fee simple: that they have good right and lawful authority to sell and convey said land, and hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 201⁻⁷.

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

Signed, gealed and delivered in the presence of Witness PATRICIA LANG

Printed Name

lignature Wings 1 ver 00

Printed Nank

Witness PA "A" LANG

Printed Name

Winck Signature Tyler CGC Printed Name

STATE OF FLORIDA COUNTY OF COLUMBIA

LS ELIZABETH P. TAYLOR

Address 285 SE ALFRED MARKHAM STREET, LAKE CITY, FL 32025

LS

JAMES R. TAYLOR, Jr. V

285 SE ALFRED MARKHAM STREET, LAKE CITY, FL 32025

LS JAMIE L. TAYLOR autor

Address: 285 SE ALFRED MARKHAM STREET, LAKE CITY, FL 32025

da 15 SONATHAN R. TAYLOR

Address: 285 SE ALFRED MARKHAM STREET, LAKE CITY, FL 32025

The foregoing instrument was acknowledged before me this 17th day of March. 2017. by ELIZABETH P. TAYLOR, JAMES R. TAYLOR, Jr., JAMIE L. TAYLOR and JONATHAN R. TAYLOR, who are known to me or who have produced ______Driver's License _____as identification.

Notary Public

My commission expires

PATRICIA H LANG Commosion # FF 196622 Expires February 5, 2019 Fair Insurance Apr

DECLARATION OF TRUST

C& F REALTY TRUST

KNOW ALL MEN BY THESE PRESENTS that I, Charles J. Zuccola, of 195 Plaistow Rd. Plaistow, New Hampshire, Rockingham County, New Hampshire (hereinafter called the settlor) propose to hold certain property which is to be conveyed to me in trust and to Florence M. Zuccola, of 195 Plaistow Rd., Płaistow, Rockingham County, New Hampshire in trust as trustees of the C & F REALTY TRUST, NOW THEREFORE, we, the said Charles J. Zuccola and Florence M. Zuccola, hereinafter conveyed to us as trustees of the C & F REALTY TRUST, in trust for the benefit of Charles J. Zuccola and Florence M. Zuccola, upon the following trusts and with the following provisions, viz:

ARTICLE 1: This trust shall be designated and known as the C & F REALTY TRUST, and under that name the trustees shall as far as practicable, conduct all business and execute all written instruments in the performance of the trust.

ARTICLE 2: The purpose of this trust is to deal in and with, buy, purchase, own, acquire, hold, exchange, convey, sell lease, sub-lease, rent, mortgage, encumber, hypothecate, improve, divide, sub-divide, develop for purpose of sale or otherwise, . build, construct, alter, remodel, establish, operate, maintain, or otherwise dispose of land and real estate of every kind, nature and description; to do and perform all things necessary and lawful for carrying the same out.

ARTICLE 3: This trust shall endure for a term of twenty (20) years and a day from the date hereof, unless sooner terminated in accordance with provisions set forth herein.

ARTICLE 4: The trustees of this trust shall be Charles J. Zuccola and Florence M. Zuccola, both of 195 Plaistow Rd., Plaistow, Rockingham County, New Hampshire.

ARTICLE 5: The trustees shall hold all trust property and trust funds (hereinafter called the trust "Res"), now or hereafter held by or paid to or transferred or conveyed to them or their successors and trustees hereunder in trust for the purpose, with the powers, and subject to the limitations herein declared, for the tenefit of the Cestui Que Trustent (hereinafter called the beneficiaries): and it is expressly declared that a trust and not a partnership is hereby created; that neither the trustees nor the beneficiaries shall ever be personally liable hereunder as partners or otherwise, but that for all debts and liabilizies the trustees shall be liable as such to the extent of the "Res" only. In every written or oral contract or note, lease, deed, mortgage, or other instrument creating liability, which the trustees may enecute, reference shall be made to this instrument; and the versen, firm, or corporation contracting with the trustees shall look only to the "Res" for payment under such contract or for

payment of any note, mortgage, deed, judgment, or decree, or for payment of any money that may otherwise become due or payable by reason of the trustees' failure to perform such contract in whole or in part, or for any other cause, and neither the trustees nor the beneficiaries, present or future, shall be personally liable therefor. In no case, shall the absence of such reference from any such contract or instrument affect the trustees' right of reimbursement and indemnification from the "Res."

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Nor shall the trustees be personally liable for injuries caused to persons on or in the premises, the legal title to which is in the trustees of this trust, but the trustees shall be liable as such, if at all, only to the extent of the trust "Res," from which they shall be entitled to indemnification and reimbursement.

ARTICLE 6: The trustees shall acquire, hold, manage, improve, lease, buy, sell, mortgage, exchange develop, repair or otherwise deal in real estate and mortgages; they shall also have the power to make alterations and improvements, renew, extend or foreclose mortgages; to erect and construct commercial or residential buildings, whether the same be in or upon the property owned by the trust or otherwise. The trustees shall have, 'in addition to those conferred by law or otherwise, the following discretionary powers, privileges, and exemptions:

- a. To administer, invest and reinvest the trust fund in any property, including real and personal property, stocks, bonds, and other securities, investment companies and common trust funds (without the necessity of notice to beneficiaries) in any state or jurisdiction, and whether or not of a kind or in a proportion ordinarily considered suitable for trust investments. To make secured or unsecured loans, and with respect to mortgages and other security hold by the trust, to modify the terms thereof, to release partially, and to purchase at foreclosure sales.
- b. To manage real property in such manner as the trustees shall deem best, including authority to erect, alter, or demolish buildings, to improve, repair, insure, sub divide and vacate any of said property; to adjust boundaries, to dedicate streets or other ways for public use, with or without compensation; to impose such easements, restrictions, conditions, stimulations and covenants as the trustees may see fit; to lease for such terms and on such terms and conditions as the trustees deem advisable and whether or not the lease may extend beyond the term of this trust.
- b. To sell at public or private sale; and to exchange or partition all or any part of the property held by the trust, without order or license from any court.
- d. To borrow money from the trustees individually or from others upon such terms and conditions as the trustees deem advisable and to mortgage and pledge trust assets as security for the

repayment thereof.

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The trustees shall collect all the income from the trust "Res" and deposit it in a separate fiduciary account to be opened and maintained in the name of the trust with one or more bank. The term "income" means all receipts, including capital gains, which for federal income tax purposes constitute gross income to the trust. Any capital gains shall be allocated to income. The aforementioned powers and duties are in no manner intended to restrain the trustees from using the "income" to accomplish the purposes of this trust. Out of the income derived by the trustees from the trust "Res," the trustees may first pay out all the necessary costs and expenses of the trust, which in their discretion may include outlays necessary for the protection, management and upkeep of the trust "Res," repairs, alterations and improvements, interest upon encumbrances, taxes (general, special and income), outlays necessary for insurance, care and maintenance of the trust "Res"; and the trustees, in their discretion, may set aside such portions of the income as they may consider necessary and advisable to create and maintain a reserve for the payment of taxes, or for other expenses and contingencies. The remainder of the income (hereimafter called net income) may be baid over at any time, or from time to time, to the named beneficiaries herein, or their successors in interest with any such payments to be made to the beneficiaries ecually, in proportion to their respective interests under this agreement. The trustees shall keep proper records and books of account of all business transacted by the trust, which records and books shall be open for inspection at reasonable times to the beneficiaries herein; the trustee shall also render a yearly statement of account showing the financial condition of the trust "Res." Gift taxes on any transfers to this trust are to be borne by the settlors. Upon the expiration of the trust period as specified in Article 3, the trustees shall transfer and distribute all the trust assets (whether in kind or as cash after liquidation) to the beneficiaries named herein, or their successors, in equal shares, in proportion to their respective beneficial interests. If any of said beneficiaries shall predecease the expiration of this trust, their share shall be distributed to the legal representatives of their estates. If any vacancy should occur because of the death, incapacity or resignation of any of the beneficiaries named herein, said vacancy shall be filled by the spouse of said beneficiaries, respectively.

ARTICLE 7: The trustees may employ accountants, lawyers, appraises, and all other assistance necessary for the proper and efficient management of the trust. The trustees shall be entitled to a reasonable compensation for their duties and services. No bond or other security on any bond required by law shall be required of the trustees or their successors.

ARTICLE 5: The execution of all contracts, deeds, mortgages, transfers, and any other instruments relating to the trust "Res"

or any part thereof including, but not limiting any generalities heretofore, checks, drafts, promissory notes, and any other negotiable or non-negotiable instruments by the named trustees or their successors shall always be sufficient and conclusive to and as to strangers to the trust. It is hereby expressly provided that any and all checks, contracts, or other instruments may be signed by either Charles J. Zuccola or Florence M. Zuccola, and the signature of only one of the foregoing shall be required at any time.

ARTICLE 9: The person, purchaser, lender, corporation, association, or officer or transfer agent thereof dealing with the trustees, or from whom the trustees shall receive any money, property or credit shall not be required to make any inquiry concerning the validity of or to see to the application thereof, an in the case of any sale, mortgage, lease or other transfer of the trust "Res" or any part thereof by the trustees as herein provided, no seller, mortgagee, leassee or transferee shall in any event be bound to see or to be affected by the application of the purchase money or the money or other consideration lent or paid. A written statement of the trustees at any time as to any facts relative to the trust may always be relied upon and shall always be conclusive evidence in favor of any transfer agent and any other person dealing in good faith with the trustees in reliance upon such statement.

ARTICLE 10: The trustees shall not be liable for any error of judgment or mistake of law, or for any loss arising out of any investment made in good faith, even though they be such investments as trustees do not commonly make, or for any act or omission in the execution of this trust, as long as they act in good faith, nor shall they be personally liable for the acts or omissions of any agent, attorney, or other person appointed by or acting for them. The trustees shall not be liable for anything except their own personal and willful breach, misfeasance of fraud. The trustees shall be entitled to reimbursement and indemnification from the trust "Res" for any personal liability incurred by them in the proper administration of this trust, except such as may arise from their willful and corrupt breach of the trust.

ARTICLE 11: The trustees may resign their position by a written instrument stating that they have resigned, signed and sealed by them, acknowledged on the manner prescribed by and for the acknowledgement of deeds and recorded in the same Registry of Deeds as this instrument is recorded. Upon the death, physical or mental incapacity or inability, resignation, or vacancy for any cause in the office of trustee, the successor trustee shall be appointed by the beneficiaries. In the case of any further vacancy, a new trustee shall be appointed by the beneficiaries for the time being. Each beneficiary being entitled to vote in accordance with and in proportion to their respective 1/3 interest in said trust. The recording of an instrument reciting such death, incapacity, inability, resignation or vacancy, and of the new appointment executed as aforesaid and recorded in the appropriate Registry of Deeds shall be conclusive of such facts. The appointment of a new trustee shall take effect upon the newly named trustee executing, acknowledging and recording the instrument accepting the appointment of the Registry of Deeds as aforesaid. Pending the qualifications of any successor trustee, the trustee or trustees then in office shall have all the powers, discretions and exemptions given to the trustee hereunder.

ARTICLE 12: The beneficial interest of this trust shall be divide into three (3) fractional shares, with each of the below named beneficiaries or cestui que trustent of the trust to be severally entitled to an equal share or interest as follows:

```
Lori A. Zuccola (1/3)
Debra A. Zuccola (1/3)
Kimberly A. Zuccola (1/3)
```

A beneficiary shall not have any legal title to the trust "Res" itself, his or her interest being equitable only; and he or she shall not have any right whatsoever to call for any partition or division of the trust "Res" during the term of this trust. No intevivos transfer of a beneficiary's interest during the continuance of this trust shall operate to terminate the trust, nor shall it entitle the beneficiary's transferee to an accounting or to take any action in the courts or otherwise against the trust or trustee but the beneficiary's transferee. shall succeed to all the beneficiary's rights under this trust. No interest under this trust whether present or future, shall in any way be anticipated, alienated, or assigned, or be available to, or attachable by, creditors or assignees of any of the beneficiaries hereof.

No assessment shall ever be made upon the beneficiaries, nor shall they ever be personally liable in any event or have any right or obligation hereunder except as herein defined.

ARTICLE 13: The principal office of the trust shall be located at 195 Plaistow Rd., Plaistow, Rockingham County, New Hampshire; other offices and places of business may be established from time to time in such locations as the trustees may appoint. This instrument shall be recorded in the Rockingham County Registry of Deeds, and any amendment, revocation, resignation, appointment, acceptance of trust, or other instrument shall also be recorded in said Registry of Deeds. The powers of the trustees shall continue after the termination of the trust as herein provided to the extent necessary or convenient for the orderly liquidation of the trust property and a distribution of the proceeds thereof.

ARTICLE 14: This trust may be altered, amended, and terminated or revoked at any time, or from time to time, by an instrument signed sealed and acknowledged by the settlor of the trust, or by a vote of the trustees for the time being, and recorded with the Hockingham County Registry of Beeds. The terms of trust are to

8K2549 P1460

be construed and enforced in accordance with the laws of the State of New Hampshire.

IN WITNESS WHEREOF, the said Charles J. Zuccola and Florence M. Zuccola their hand and seal this /7 day of June 1985 individually and as trustees of the trust, accepting each and every term and provision thereof.

105 5 Zuccola Ĵ. Charles

else Mi Gillele

STATE OF NEW HAMPSHIRE · •

ROCKINGHAM COUNTY, SS.

Then personally appeared before me, Charles J. Zuccola and Florence M. Zuccola as individuals and as trustees of aforesaid trust and acknowledge the foregoing instrument to be their free act and deed, before me,

•

CHRISTINE NASTASIA, Notary Public My Commission Expired March 22, 1990

p. 37

AMMENDMENT TO C&F REALTY TRUST DECLARATION OF TRUST

Pursuant to the powers reserved by the Declaration of Trust dated July 6, 2005 Book1051 page 221 and recorded at the Columbia County Registry of Deeds, which lists Florence Zuccola and Debbie King as Trustees.

The Trustees of this trust have called a meeting and voted this day to change the Trustees of the trust as follows: Debbie King will resign as the trustee and wherefore the Trustees have voted and designated Lori Zuccola, as successor trustees which will take effect by acceptance.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the above Trust this 5th day of March, 2007.

Trustee

Witness

State of Florida County of Columbia

Date March 5 .2007

Then personally appeared the above named, <u>Debbie King</u>, <u>Florence MZuccola</u>, + Lori as an individual/s and as Trustees of aforesaid trust and acknowledge the foregoing Zuccola instrument to be <u>Signed</u> free act and deed, before me,

Inst:2007005187 Date:03/05/2007 Time:10:50 _____DC,P.DeWitt Cason,Columbia County B:1112 P:1807

Notary Public

My commission expires: <u>9|35|30</u>09



Columbia County Tax Collector

generated on 4/10/2017 3:58:27 PM EDT

Tax Record

Last Update: 4/10/2017 3:58:28 PM EDT

Register for eBill

Ad Valorem Taxes and Non-Ad Valorem Assessments

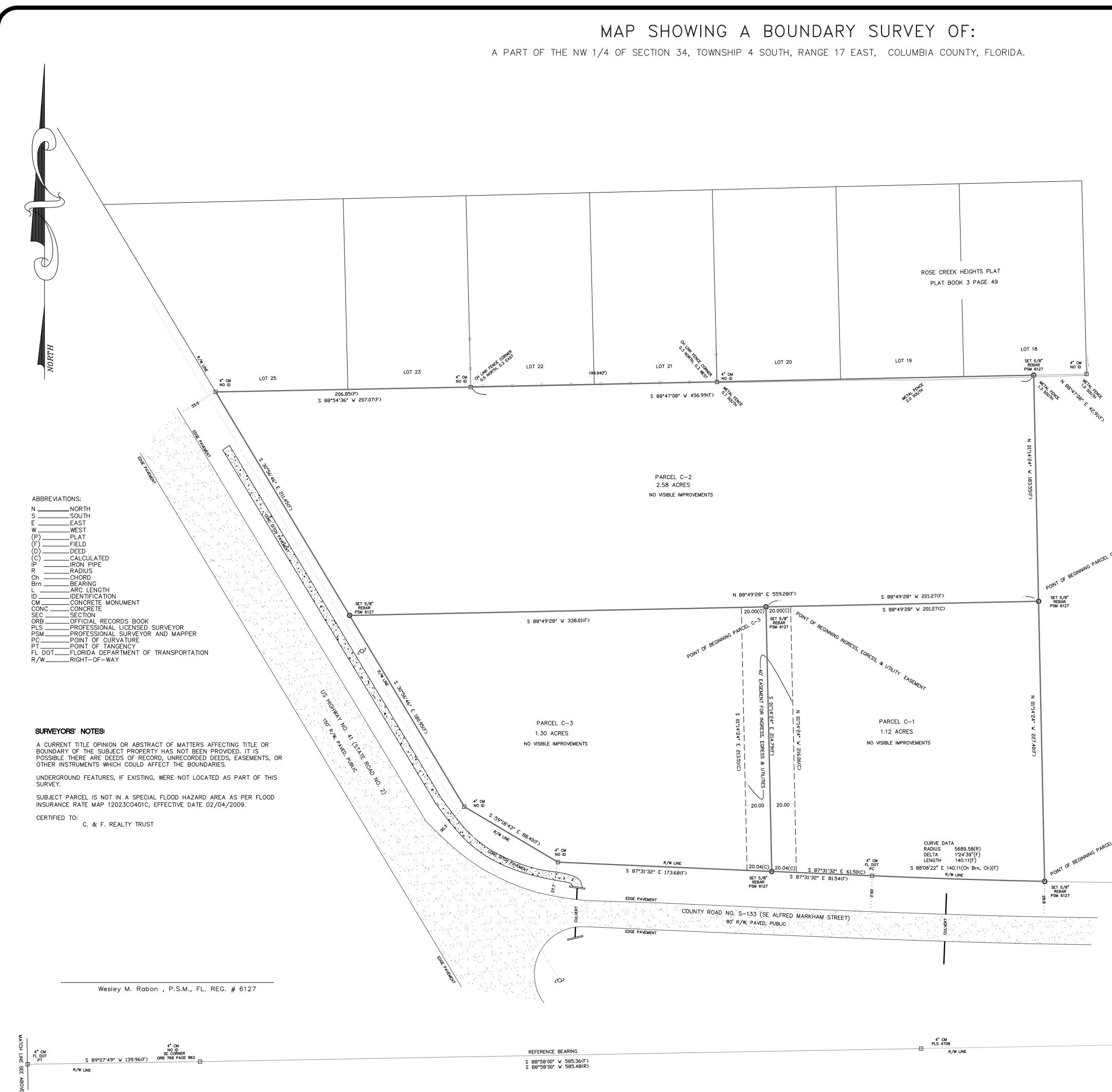
The information contained herein does not constitute a title search and should not be relied on as such.

Account Nun	nber	Tax T	уре	Тах	Year
R08970-00	00	REAL ES	STATE	2016	
Mailing Address TAYLOR ELIZABETH TAYLOR & JAMES R		Propert	y Address		
JONATHAN R TAYLOR	2	GEO Num	ber		
285 SE ALFRED MAR	RKHAM ST		08970-000		
LAKE CITY FL 3202	25	511517	000,00000		
Exempt Amo	ount	Taxable	Value		
See Belo	w	See Be	elow		
Exemption Detail	Mi	llage Code	E	scrow Code	9
NO EXEMPTIONS	00	3	9	99	
Legal Description	n (click for f	ull descript	Lon)		
34-4S-17 0000/000	0 9.03 Acres	BEG WHERE US-	-441 CROSSES	S LINE O	F NW1/4
OF NW1/4, RUN E 7	784 FT, N 462	FT, W 1104 F1	г то us-41,	SE 529 FT	ALONG
RD TO POB, EX RD					
ORDER 1320-513					
	Ad	Valorem Taxes	S		
axing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxe Levied
OARD OF COUNTY COMMISSIO		36,626	0	\$36,626	\$293.56
ISCRETIONARY	0.7480		0	\$36,626	\$27.40
OCAL	4.5040		0	\$36,626	\$164.96
APITAL OUTLAY	1.5000		0	\$36,626	\$54.94
UWANNEE RIVER WATER MGT AKE SHORE HOSPITAL AUTHO		•	0	\$36,626 \$36,626	\$14.99 \$35.23
ARE SHORE HUSPITAL AUTHO	JRTTI 0.9620	30,020	U	920,020	933.23
Total Mil	Lage 16.	1383 T	otal Taxes		\$591.08
	Non-Ad Va	alorem Assess	sments		
	J Authority SSESSMENTS				Amount \$53.74
		Tota	l Assessment	s	\$53.74
		Taxes	& Assessmen	ts	\$644.82
		If Pai	id By	Am	ount Due

Date Paid	Transaction	Receipt	Item	Amount Paid
1/9/2017	PAYMENT	3502500.0001	2016	\$158.00
12/30/2016	PAYMENT	2101602.0002	2016	\$153.28
9/28/2016	PAYMENT	2701062.0001	2016	\$157.00
6/28/2016	PAYMENT	3211440.0004	2016	\$154.54

Prior Years Payment History

	Prior Year Taxes Due
NO DELINQUENT TAXES	



DESCRIPTION PARCEL C-1

A PART OF THE NW 1/4 OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 17 EAST, AND ALSO BEING PART OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 907 PAGE 1253 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NE 1/4 OF SAID NW 1/4 AND RUN N 7'30'00"E, ALONG THE EAST LINE THEREOF A DISTANCE OF 24.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 133B, BEING ALSO KNOWN AS SE ALFRED MARKHAM STREET, (AN 80 FOOT PUBLIC RIGHT OF WAY); THENCE S88'58'00"W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 405.00 FEET; THENCE CONTINUE S88'58'00"W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 585.36 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 768 PAGE 862 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, S89'07'49"W, A DISTANCE OF 139.96 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTH. HAVING A RADIUS OF 5689,58 FEET. A CENTRAL ANGLE OF 211'39". A CHORD BEARING OF N89'56'31"W, AND A CHORD LENGTH OF 217.89 FEET; THENCE ALONG SAID CURVE AND NORTH RIGHT OF WAY LINE AN ARC LENGTH OF 217.90 FEET TO THE POINT OF BEGINNING; THENCE N 114'24"W, A DISTANCE OF 227.40 FEET; THENCE S88'49'28"W, A DISTANCE OF 221.27 FEET: THENCE S0114'24"E. A DISTANCE OF 214.79 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 133B: THENCE S87"31'32"E, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 81.54 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTH, HAVING A RADIUS OF 5689.58 FEET, A CENTRAL ANGLE OF 1°24'39", A CHORD BEARING OF S88'08'22"E, AND A CHORD DISTANCE OF 140.11 FEET; THENCE ALONG SAID CURVE AND NORTH RIGHT OF WAY LINE, AN ARC DISTANCE OF 140.11 FEET TO THE POINT OF BEGINNING. CONTAINING 1.12 ACRES MORE OR LESS.

TOGETHER WITH AND SUBJECT TO THE FOLLOWING 40.00 FOOT WIDE EASEMENT FOR INGRESS, EGRESS AND UTILITIES: A PART OF THE NW 1/4 OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 17 EAST, AND ALSO BEING PART OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 907 PAGE 1253 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NE 1/4 OF SAID NW 1/4 AND RUN N 7'30'00"E, ALONG THE EAST LINE THEREOF A DISTANCE OF 24.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 133B, BEING ALSO KNOWN AS SE ALFRED MARKHAM STREET, (AN 80 FOOT PUBLIC RIGHT OF WAY); THENCE S88'58'00"W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 405.00 FEET; THENCE CONTINUE S88 58'00"W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 585.36 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 768 PAGE 862 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, S89'07'49"W, A DISTANCE OF 139.96 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTH, HAVING A RADIUS OF 5689.58 FEET, A CENTRAL ANGLE OF 2"1'39", A CHORD BEARING OF N89 56'31"W. AND A CHORD LENGTH OF 217.89 FEET: THENCE ALONG SAID CURVE AND NORTH RIGHT OF WAY LINE AN ARC LENGTH OF 217.90 FEET; THENCE N 1'14'24"W, A DISTANCE OF 227.40 FEET; THENCE S88'49'28"W, A DISTANCE OF 201.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S88'49'28"W, A DISTANCE OF 40.00 FEET; THENCE S01"14'24"E, A DISTANCE OF 213.51 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 133B: THENCE S87 31'32"E, ALONG SAID NORTH RIGHT OF WAY LINE. A DISTANCE OF 40.08 FEET: THENCE NO1'14'24"W, A DISTANCE OF 216.06 FEET TO THE POINT OF BEGINNING.

DESCRIPTION PARCEL C-2

A PART OF THE NW 1/4 OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 17 EAST, AND ALSO BEING PART OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 907 PAGE 1253 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NE 1/4 OF SAID NW 1/4 AND RUN N 7'30'00"E, ALONG THE EAST LINE THEREOF A DISTANCE OF 24.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 133B, BEING ALSO KNOWN AS SE ALFRED MARKHAM STREET, (AN 80 FOOT PUBLIC RIGHT OF WAY); THENCE S88'58'00"W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 405.00 FEET; THENCE CONTINUE S88'58'00"W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 585.36 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 768 PAGE 862 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, S89'07'49"W, A DISTANCE OF 139.96 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTH, HAVING A RADIUS OF 5689.58 FEET, A CENTRAL ANGLE OF 2"11'39", A CHORD BEARING OF N89*56'31"W, AND A CHORD LENGTH OF 217.89 FEET; THENCE ALONG SAID CURVE AND NORTH RIGHT OF WAY LINE AN ARC LENGTH OF 217.90 FEET; THENCE N 114'24"W, A DISTANCE OF 227.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NO114'24"W, A DISTANCE OF 183.55 FEET TO THE SOUTH LINE OF ROSE CREEK HEIGHTS PLAT AS RECORDED IN PLAT BOOK 3, PAGE 49 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; THENCE S88'47'08"W, ALONG SAID SOUTH LINE, A DISTANCE OF 456.99 FEET TO THE SW CORNER OF LOT 22 OF SAID ROSE CREEK HEIGHTS PLAT; THENCE CONTINUE ALONG SAID SOUTH LINE, S88'54'36" W, A DISTANCE OF 207.07 FEET TO THE SW CORNER OF LOT 25 OF SAID ROSE CREEK HEIGHTS PLAT AND THE EAST RIGHT OF WAY LINE OF US HIGHWAY NO. 41, (STATE ROAD NO. 2), (A 150' PUBLIC RIGHT OF WAY); THENCE S30'56'46"E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 211.45 FEET; THENCE N88'49'28"E, A DISTANCE OF 559.28 FEET TO THE POINT OF BEGINNING. CONTAINING 2.58 ACRES MORE OR LESS. TOGETHER WITH THE FOLLOWING 40.00 FOOT WIDE EASEMENT FOR INGRESS, EGRESS AND UTILITIES:

A PART OF THE NW 1/4 OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 17 EAST, AND ALSO BEING PART OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 907 PAGE 1253 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NE 1/4 OF SAID NW 1/4 AND RUN N 7'30'00"E, ALONG THE EAST LINE THEREOF A DISTANCE OF 24.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 133B, BEING ALSO KNOWN AS SE ALFRED MARKHAM STREET, (AN 80 FOOT PUBLIC RIGHT OF WAY); THENCE S88'58'00"W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 405.00 FEET: THENCE CONTINUE S88'58'00"W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 585.36 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 768 PAGE 862 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY. FLORIDA: THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, S89'07'49"W, A DISTANCE OF 139.96 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTH, HAVING A RADIUS OF 5689.58 FEET, A CENTRAL ANGLE OF 2"11'39", A CHORD BEARING OF N89*56'31"W, AND A CHORD LENGTH OF 217.89 FEET; THENCE ALONG SAID CURVE AND NORTH RIGHT OF WAY LINE AN ARC LENGTH OF 217.90 FEET; THENCE N 1'14'24"W, A DISTANCE OF 227.40 FEET; THENCE S88'49'28"W, A DISTANCE OF 201.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S88'49'28"W, A DISTANCE OF 40.00 FEET; THENCE S01'14'24"E, A DISTANCE OF 213.51 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 133B; THENCE S87'31'32"E, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 40.08 FEET; THENCE NO1"14'24"W, A DISTANCE OF 216.06 FEET TO THE POINT OF BEGINNING.

DESCRIPTION PARCEL C-3

A PART OF THE NW 1/4 OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 17 EAST, AND ALSO BEING PART OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 907 PAGE 1253 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS

COMMENCE AT THE SOUTHEAST CORNER OF THE NE 1/4 OF SAID NW 1/4 AND RUN N 7'30'00"E, ALONG THE EAST LINE THEREOF A DISTANCE OF 24.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 133B. BEING ALSO KNOWN AS SE ALFRED MARKHAM STREET, (AN 80 FOOT PUBLIC RIGHT OF WAY); THENCE S88'58'00"W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 405.00 FEET; THENCE CONTINUE S88'58'00"W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 585.36 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 768 PAGE 862 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, S89'07'49"W, A DISTANCE OF 139.96 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTH, HAVING A RADIUS OF 5689.58 FEET, A CENTRAL ANGLE OF 2"11'39", A CHORD BEARING OF N89'56'31"W, AND A CHORD LENGTH OF 217.89 FEET; THENCE ALONG SAID CURVE AND NORTH RIGHT OF WAY LINE AN ARC LENGTH OF 217.90; THENCE N 1'14'24"W, A DISTANCE OF 227.40 FEET; THENCE S88'49'28"W, A DISTANCE OF 221.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S88'49'28"W, A DISTANCE OF 338.01 FEET TO THE EAST RIGHT OF WAY LINE OF US HIGHWAY NO. 41, (STATE ROAD NO. 2), (A 150' PUBLIC RIGHT OF WAY); THENCE S30'56'46"E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 180.95 FEET; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, S59'18'43"E, A DISTANCE OF 88.40 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 133B; THENCE S87'31'32"E, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 173.68 FEET; THENCE NO1'14'24"W, A DISTANCE OF 214.79 FEET TO THE POINT OF BEGINNING. CONTAINING 1.30 ACRES MORE OR LESS.

TOGETHER WITH AND SUBJECT TO THE FOLLOWING 40.00 FOOT WIDE EASEMENT FOR INGRESS, EGRESS AND UTILITIES:

A PART OF THE NW 1/4 OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 17 EAST, AND ALSO BEING PART OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 907 PAGE 1253 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NE 1/4 OF SAID NW 1/4 AND RUN N 7'30'00"E, ALONG THE EAST LINE THEREOF A DISTANCE OF 24.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 133B. BEING ALSO KNOWN AS SE ALFRED MARKHAM STREET, (AN 80 FOOT PUBLIC RIGHT OF WAY); THENCE S88'58'00"W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 405.00 FEET; THENCE CONTINUE S88'58'00"W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 585.36 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 768 PAGE 862 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, S89'07'49"W, A DISTANCE OF 139.96 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTH, HAVING A RADIUS OF 5689.58 FEET, A CENTRAL ANGLE OF 2"11"39", A CHORD BEARING OF N89'56'31"W, AND A CHORD LENGTH OF 217.89 FEET; THENCE ALONG SAID CURVE AND NORTH RIGHT OF WAY LINE AN ARC LENGTH OF 217.90 FEET: THENCE N 114'24"W. A DISTANCE OF 227.40 FEET; THENCE S88'49'28"W, A DISTANCE OF 201.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S88'49'28"W, A DISTANCE OF 40.00 FEET; THENCE S01'14'24"E, A DISTANCE OF 213.51 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 133B; THENCE S87'31'32"E, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 40.08 FEET; THENCE NO1"14'24"W, A DISTANCE OF 216.06 FEET TO THE POINT OF BEGINNING.

CURVE DATA
RADIUS 5689.58(R)
DELTA 2"11'39"(F)
LENGTH 217.90(F)
N 89'56'31" W 217.89(Ch Brn, Ch)(F)

S 88*58'00" W 405.00(R)

REVISION DESCRIPTION		
DATE		
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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:	April 10, 2017		Meeting Date	: April 20, 2017	
Name: Brando	n M. Stubbs		Department:	Building And Zoning	
Division Manage	er's Signature: -	Sh			

1. Nature and purpose of agenda item:

Special Family Lot Permit Application (SFLP 17 36) for Lori Zuccola.

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

2. Fiscal impact on current budget.

Is this a budgeted item?	X	N/A
		Yes Account No.
		No Please list the proposed budget amendment to fund this request
Budget Amendment Number	:	Fund:

FROM:

TO:

AMOUNT:

For Use of County Manger Only:

Consent Item

Discussion Item



Columbia County Gateway to Florida

FOR PLANNING USE ONLY
Application # SFLP 17 36
Application Fee \$50.00
Receipt No. 4728
Filing Date 4-10-17
Completeness Date 4-10-17

Special Family Lot Permit Application

A. PROJECT INFORMATION

- 1. Title Holder's Name: CFF REALTY Trust FLORENCE ZUCCOLQ
- 2. Address of Subject Property: COUNTY Road S-133 SE ALFRED MARKHAM ST
- 3. Parcel ID Number(s): K089704 000
- 4. Future Land Use Map Designation: AG
- 5. Zoning Designation: A 3
- 6. Acreage of Parent Parcel: 5.01 ACRES
- 7. Acreage of Property to be Deeded to Immediate Family Member: <u>1.30</u>
- 8. Existing Use of Property: LAND
- 9. Proposed use of Property: Home
- 10. Name of Immediate Family Member for which Special Family Lot is to be Granted: LOBI A. ZUCCOIA Claughter of Florence ZUCCOIA

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

B. APPLICANT INFORMATION

1. Applicant Status 🗹 Owner (title holder) 🗆 Agent

2. Name of Applicant(s): LOR' A ZUCCOIA ______ Title: CUNER _______ Title: _______

Mailing Address:POBOX2954City:LAKE CITYState:FLZip:32056

Telephone: <u>(386) 623-7099</u> 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.

- 3. If the applicant is agent for the property owner*. Property Owner Name (title holder): <u>Florence Zuccola</u> as <u>Trustee</u> CeF Mailing Address: <u>POBOX 2954</u> City: <u>La Ke City</u> State: <u>FL</u> Zip: <u>32056</u> Thus Telephone: <u>Bob State11UL</u>Fax: (_) Email: <u>DOZER 1014 ON Jahoo</u>. Cury
 - PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure. *Must provide an executed Property Owner Affidavit Form authorizing the agent to act on behalf of the property owner.

C. ATTACHMENT/SUBMITTAL REQUIREMENTS

- 1. Map, Drawing, or Sketch of Parent Parcel Showing the Location of the Proposed Lot being Deeded to Immediate Family Member with Appropriate Dimensions (Must be a Minimum of One Acre).
- Personal Identification and Proof of Relationship, to Establish the Required Immediate Family Member Status, of both the Parent Parcel Owner and the Immediate Family Member. The Personal Identification Shall Consist of Original Documents or Notarized Copies from Public Records. Such Documents may include Birth Certificates, Adoption Records, Marriage Certificates, and/or Other Public Records.
- 3. Family Relationship Residence Agreement Affidavit is Required Stating that the Special Family Lot is being Created as a Homestead by the Immediate Family Member, that the Immediate Family Member shall obtain Homestead Exemption on the Lot. This Affidavit shall be Recorded in the Clerk of Courts Office.
- 4. Legal Description of Parent Parcel with Acreage (In Microsoft Word Format).
- 5. Legal Description of Property to be Deeded to Immediate Family Member with Acreage (In Microsoft Word Format).
- 6. Legal Description of Parent Parcel with Immediate Family Member Lot Removed with Acreage (In Microsoft Word Format).
- 7. Proof of Ownership (i.e. deed).
- 8. Agent Authorization Form, if applicable (signed and notarized).
- 9. Proof of Payment of Taxes (can be obtained online via the Columbia County Tax Collector's Office).
- 10. Fee. \$50.00 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

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

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

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

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

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

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

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

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

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

LOR. A. ZUCCOLA

Applicant/Agent Name (Type or Print)

doria. zurala

Applicant/Agent Signature

4-10-17

Date

FAMILY RELATIONSHIP AFFIDAVIT

STATE OF FLORIDA COUNTY OF COLUMBIA

BEFORE ME the undersigned Notary Public personally appeared, Florence ZUCCOLA <u>CEFRENTYTING</u> the Owner of the parent parcel which has been subdivided for and <u>LOP P. ZUCCOLA</u>, the Immediate Family Member of the Owner, which is intended for the Immediate Family Members primary residence use. The Immediate Family Member is related to the Owner as <u>OBUGNTER</u>. Both individuals being first duly sworn according to law, depose and say:

- 1. Affiant acknowledges Immediate Family Member is defined as parent, grandparent, step-parent, adopted parent, sibling, child, step-child, adopted child or grandchild.
- 2. Both the Owner and the Immediate Family Member have personal knowledge of all matters set forth in this Affidavit.
- 3. The Owner holds fee simple title to certain real property situated in Columbia County, and more particularly described by reference with the Columbia County Property Appraiser Parent Tract Tax Parcel No. <u>1208970-000</u>.
- 4. The Immediate Family Member holds fee simple title to certain real property divided from the Owners' parent parcel situated in Columbia County and more particularly described by reference to the Columbia County Property Appraiser Tax Parcel No. ______.
- 5. No person or entity other than the Owner and Immediate Family Member to whom permit is being issued, including persons residing with the family member claims or is presently entitled to the right of possession or is in possession of the property, and there are no tenancies, leases or other occupancies that affect the property.
- 6. This Affidavit is made for the specific purpose of inducing Columbia County to recognize a family division for an Immediate Family Member being in compliance with the density requirements of the Columbia County's Comprehensive Plan and Land Development Regulations (LDR's).
- 7. This Affidavit and Agreement is made and given by Affiants with full knowledge that the facts contained herein are accurate and complete, and with full knowledge that the penalties under Florida law for perjury include conviction of a felony of the third degree.

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

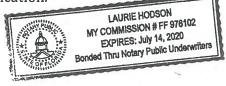
<u>celM. Zuccola</u> dor a *Haala* Immediate Family Member

Typed or Printed Name CEF Rearry Trust

Florence Zuccola Long A. ZUCCOLA Typed or Printed Name Typed or Printed Name

Subscribed and sworn to (or affirmed) before me this <u>lo</u> day of <u>April</u>, 20<u>17</u>, by Florence Zuccola (Owner) who is personally known to me or has produced PLPL as identification.

Notary Public



Subscribed and sworn to (or affirmed) before me this 10 day of April 2017, by Lori Zuccola (Family Member) who is personally known to me or has produced <u>fib</u> as identification.

Notary Public



APPROVED: COLUMBIA COUNTY, FLORIDA

By:_____

Name:

Title:

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 <u>Lori Zuccola</u>
(Name of Person to Act as my Agent)
for NA
(Company Name for the Agent, if applicable)
to act as my/our agent in the preparation and submittal of this application
for <u>Special Family lot Application</u> (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: Florence ZUCCOLA
Applicant/Owner's Title: Trustee
On Behalf of: <u>CFReatry TMST</u> (Company Name, if applicable)
Telephone: <u>386-867-1106</u> Date: <u>4-10-17</u>
Applicant/Owner's Signature: <u>Horence M. Zuccola</u>
Print Name: FIDrence Zuccola
STATE OF FLORIDA COUNTY OF Columbia

 The Foregoing insturment was acknoeledged before me this 10 day of April ..., 20 17. by Florence Zuecola ..., whom is personally known by me OR produced identification I..., OR produced identification I..., Type of Identification Produced ..., from the second secon

p. 49

MY COMMISSION # FF 976102 EXPIRES: July 14, 2020 Bonded Thru Notary Public Underwriters

Sales Price: \$ 46,000.00 Doc Stumps: \$ 322.00

Name:	Trish Lang, an employee of	
	NORTH CENTRAL FLORIDA	TITLE
	LLC	
Address:	343 NW COLE TER	
	LAKE CITY, FL. 32055	
	File No. 17Y-03024TL	

SPACE ABOVE THIS LINE FOR PROCESSING DATA

Inst: 201712005271 Date: 03/23/2017 Time: 2:06PM Page 1 of 2 B: 1333 P: 792, P.DeWitt Casou, Clerk of Court Columbia, County, By: BD Deputy ClerkDoc Stamp-Deed: 322.00

Parcel I.D. #: R08970-000

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED Made the 17th day of Murch. A.D. 2017. by ELIZABETH P. TAYLOR. JAMES R. TAYLOR, JR., JAMIE L. TAYLOR and JONATHAN R. TAYLOR. CONVEYING NON-HOMESTEAD PROPERTY, hereinafter called the grantors. to FLORENCE M. ZUCCOLA AND LORI. ZUCCOLA, SUCCESSOR CO-TRUSTEE'S OF THE C & F REALTY TRUST DATED JUNE 17, 1985, whose post office address is P.O. BOX 2954, LAKE CITY, FL 32056, hereinafter called the grantees:

(Wherever used herein the terms "grantors" and "grantees" include all the parties to this instrument, singular and plural, the hers, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth: That the grantors, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, alien, remise, release, convey and confirm * unto the grantees all that certain land situate in **COLUMBIA County**, **State of Florida**, viz:

A part of the NW 1/4 of Section 34, Township 4 South, Range 17 East, and also being part of lands described in Official Records Book 907 Page 1253 of the public records of Columbia County, Florida being more particularly described as follows:

Commence at the Southeast corner of the NE 1/4 of said NW 1/4 and run N 7°30'00"E, along the East line thereof a distance of 24.400 feet to a point on the North right of way line of County Road 133B, being also known as SE Alfred Markham Street, (an 80 foot public right of way); thence \$88°58'00"W, along said North right of way line, a distance of 405.00 feet to the point of beginning; thence continue S88°58'00"W, along said North right of way line, a distance of 585.36 feet to the Southwest corner of the lands described in Official Records Book 768 Page 862 of the public records of Columbia County, Florida: thence continue along said North right of way line, S89°07'49"W. a distance of 139.96 feet to the point of curvature of a curve being concave to the North, having a radius of 5689.58 feet, a central angle of 2°11'39", a chord bearing of N89°56'31"W, and a chord length of 217.89 feet; thence along said curve and North right of way line an arc length of 217.90 feet to the point of beginning; thence N 1°14'24"W, a distance of 410.94 feet to the South line of Rose Creek Heights Plat as recorded in Plat Book 3, Page 49 of the public records of Columbia County, Florida; thence S88°47'08"W, along said South line, a distance of 456.99 feet to the SW corner of Lot 22 of said Rose Creek Heights Plat; thence continue along said South line, S88°54'36" W, a distance of 207.07 feet to the SW corner of Lot 25 of said Rose Creek Heights Plat and the East right of way line of US Highway No. 41, (State Road No. 2), (a 150' public right of way); thence S30°56'46"E, along said East right of way line, a distance of 392.40 feet; thence continue along said East right of way line, S59°18'43"E, a distance of 88.40 feet to the North right of way line of County Road 133B: thence \$87°31'32"E, along said North right of way line, a distance of 255.22 feet to the point of curvature of a curve being concave to the North, having a radius of 5689.58 feet, a central angle of 1°24'39", a chord bearing of S88°08'22"E, and a chord distance of 140.11 feet; thence along said curve and North right of way line, an arc distance of 140.11 feet to the point of beginning.

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

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

And the grantors hereby covenant with said grantees that they are lawfully seized of said land in fee simple; that they have good right and lawful authority to sell and convey said land, and hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

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

Signed, realed and delivered in the presence of:

Witness Signature PATRICIA LANG

Printed Name



Witne PATRICIA LANG

Printed Name

Witness Signature Tyles Printed Name

STATE OF FLORIDA COUNTY OF COLUMBIA

L.S. a T ELIZABETH P. TAYLOR

Address: 285 SE ALFRED MARKHAM STREET, LAKE CITY, FL 32025

N L.S. JAMES R. TAYLOR, Jr.

Address: 285 SE ALFRED MARKHAM STREET, LAKE CITY, FL 32025

L.S.me 01 JAMIE Ľ. TAYLOR

Address: 285 SE ALFRED MARKHAM STREET, LAKE CITY, FL 32025

L.S. nd IN JONATHAN R. TAYLOR

Address: 285 SE ALFRED MARKHAM STREET, LAKE CITY, FL 32025

The foregoing instrument was acknowledged before me this 17th day of March. 2017. by ELIZABETH P. TAYLOR, JAMES R. TAYLOR, Jr., JAMIE L. TAYLOR and JONATHAN R. TAYLOR, who are known to me or who have produced _______ Driver's License______ as identification.

all Notary Public

My commission expires

PATRICIA H. LANG Commission # FF 196622 Expires February 5, 2019 Ronded Trinu Tray Fan Insurance 800-385-7019

DECLARATION OF TRUST

C & F REALTY TRUST

KNOW ALL MEN BY THESE PRESENTS that I, Charles J. Zuccola, of 195 Plaistow Rd. Plaistow, New Hampshire, Rockingham County, New Hampshire (hereinafter called the settlor) propose to hold certain property which is to be conveyed to me in trust and to Florence M. Zuccola, of 195 Plaistow Rd., Płaistow, Rockingham County, New Hampshire in trust as trustees of the C & F REALTY TRUST, NOW THEREFORE, we, the said Charles J. Zuccola and Florence M. Zuccola, hereinafter conveyed to us as trustees of the C & F REALTY TRUST, in trust for the benefit of Charles J. Zuccola and Florence M. Zuccola, upon the following trusts and with the following provisions, viz:

ARTICLE 1: This trust shall be designated and known as the C & F REALTY TRUST, and under that name the trustees shall as far as practicable, conduct all business and execute all written instruments in the performance of the trust.

ARTICLE 2: The purpose of this trust is to deal in and with, buy, purchase, own, acquire, hold, exchange, convey, sell lease, sub-lease, rent, mortgage, encumber, hypothecate, improve, divide, sub-divide, develop for purpose of sale or otherwise, build, construct, alter, remodel, establish, operate, maintain, or otherwise dispose of land and real estate of every kind, nature and description; to do and perform all things necessary and lawful for carrying the same out.

ARTICLE 3: This trust shall endure for a term of twenty (20) years and a day from the date hereof, unless sooner terminated in accordance with provisions set forth herein.

ARTICLE 4: The trustees of this trust shall be Charles J. Zuccola and Florence M. Zuccola, both of 195 Plaistow Kd., Plaistow, Rockingham County, New Hampshire.

ARTICLE 5: The trustees shall hold all trust property and trust funds (hereinafter called the trust "Res"), now or hereafter held by or paid to or transferred or conveyed to them or their successors and trustees hereunder in trust for the purpose, with the powers, and subject to the limitations herein declared, for the benefit of the Cestui Que Trustent (hereinafter called the beneficiaries): and it is expressly declared that a trust and not a partnership is hereby created; that neither the trustees nor the beneficiaries shall ever be personally liable hereunder as partners or otherwise, but that for all debts and liabilities the trustees shall be liable as such to the extent of the "Res" only. In every written or oral contract or note, lease, deed, mortgage, or other instrument creating liability, which the trustees may execute, reference shall be made to this instrument: and the versen, firm, or corporation contracting with the trustees shall look only to the "Res" for payment under such contract or for

payment of any note, mortgage, deed, judgment, or decree, or for payment of any money that may otherwise become due or payable by reason of the trustees' failure to perform such contract in whole or in part, or for any other cause, and neither the trustees nor the beneficiaries, present or future, shall be personally liable therefor. In no case, shall the absence of such reference from any such contract or instrument affect the trustees' right of reimbursement and indemnification from the "Res."

Nor shall the trustees be personally liable for injuries caused to persons on or in the premises, the legal title to which is in the trustees of this trust, but the trustees shall be liable as such, if at all, only to the extent of the trust "Res," from which they shall be entitled to indemnification and reimbursement.

ARTICLE 6: The trustees shall acquire, hold, manage, improve, lease, buy, sell, mortgage, exchange develop, repair or otherwise deal in real estate and mortgages; they shall also have the power to make alterations and improvements, renew, extend or foreclose mortgages; to erect and construct commercial of residential buildings, whether the same be in or upon the property owned by the trust or otherwise. The trustees shall have, in addition to those conferred by law or otherwise, the following discretionary powers, privileges, and exemptions:

- a. To administer, invest and reinvest the trust fund in any property, including real and personal property, stocks, bonds, and other securities, investient companies and common trust funds (without the necessity of notice to beneficiaries) in any state or jurisdiction, and whether or not of a kind or in a proportion ordinarily considered suitable for trust investments. To make secured or unsecured loans, and with respect to mortgages and other security hold by the trust, to modify the terms thereof, to release partially, and to purchase at foreclosure sales.
- b. To manage real property in such manner as the trustees shall deem best, including authority to erect, alter, or demolish buildings, to improve, repair, insure, sub divide and vacate any of said property; to adjust boundaries, to dedicate streets or other ways for public use, with or without compensation; to impose such easements, restrictions, conditions, stimulations and covenants as the trustees may see fit; to lease for such terms and on such terms and conditions as the trustees deem advisable and whether or not the lease may extend beyond the term of this trust.
- c. To sell at public or private sale; and to exchange or partition all or any part of the property held by the trust, without order or license from any court.
- d. To borrow money from the trustees individually or from others upon such terms and conditions as the trustees deem advisable and to mortgage and pledge trust assets as security for the

repayment thereof.

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The trustees shall collect all the income from the trust "Res" and deposit it in a separate fiduciary account to be opened and The maintained in the name of the trust with one or more bank. term "income" means all receipts, including capital gains, which for federal income tax purposes constitute gross income to the trust. Any capital gains shall be allocated to income. The aforementioned powers and duties are in no manner intended to restrain the trustees from using the "income" to accomplish the purposes of this trust. Out of the income derived by the trustees from the trust "Res," the trustees may first pay out all the necessary costs and expenses of the trust, which in their discretion may include outlays necessary for the protection, management and upkeep of the trust "Res," repairs, alterations and improvements, interest upon encumbrances, taxes (general, special and income), outlays necessary for insurance, care and maintenance of the trust "Res"; and the trustees, in their discretion, may set aside such portions of the income as they may consider necessary and advisable to create and maintain a reserve for the payment of taxes, or for other expenses and contingencies. The remainder of the income (hereinafter called net income) may be paid over at any time, or from time to time, to the named beneficiaries herein, or their successors in interest with any such payments to be made to the beneficiaries equally, in proportion to their respective interests under this agreement. The trustees shall keep proper records and books of account of all business transacted by the trust, which records and books shall be open for inspection at reasonable times to the beneficiaries herein; the trustee shall also render a yearly statement of account showing the financial condition of the trust "Res." Gift taxes on any transfers to this trust are to be borne by the settlors. Upon the expiration of the trust period as specified in Article 3, the trustees shall transfer and distribute all the trust assets (whether in kind or as cash after liquidation) to the beneficiaries named herein, or their successors, in equal shares, in proportion to their respective beneficial interests. If any of said beneficiaries shall predecease the expiration of this trust, their share shall be distributed to the legal representatives of their estates. If any vacancy should occur because of the death, incapacity or resignation of any of the beneficiaries named herein, said vacancy shall be filled by the spouse of said beneficiaries, respectively.

ARTICLE 7: The trustees may employ accountants, lawyers, appraises, and all other assistance necessary for the proper and efficient management of the trust. The trustees shall be entitled to a reasonable compensation for their duties and services. No bond or other security on any bond required by law shall be required of the trustees or their successors.

ARTICLE 5: The execution of all contracts, deeds, mortgages, transfers, and any other instruments relating to the trust "Res"

or any part thereof including, but not limiting any generalities heretofore, checks, drafts, promissory notes, and any other negotiable or non-negotiable instruments by the named trustees or their successors shall always be sufficient and conclusive to and as to strangers to the trust. It is hereby expressly provided that any and all checks, contracts, or other instruments may be signed by either Charles J. Zuccola or Florence M. Zuccola, and the signature of only one of the foregoing shall be required at any time.

ARTICLE 9: The person, purchaser, lender, corporation, association, or officer or transfer agent thereof dealing with the trustees, or from whom the trustees shall receive any money, property or credit shall not be required to make any inquiry concerning the validity of or to see to the application thereof, an in the case of any sale, mortgage, lease or other transfer of the trust "Res" or any part thereof by the trustees as herein provided, no seller, mortgagee, leassee or transferee shall in any event be bound to see or to be affected by the application of the purchase money or the money or other consideration lent or paid. A written statement of the trustees at any time as to any facts relative to the trust may always be relied upon and shall always be conclusive evidence in favor of any transfer agent and any other person dealing in good faith with the trustees in reliance upon such statement.

ARTICLE 10: The trustees shall not be liable for any error of judgment or mistake of law, or for any loss arising out of any investment made in good faith, even though they be such investments as trustees do not commonly make, or for any act or omission in the execution of this trust, as long as they act in good faith, nor shall they be personally liable for the acts or omissions of any agent, attorney, or other person appointed by or acting for them. The trustees shall not be liable for anything except their own personal and willful breach, misfeasance of fraud. The trustees shall be entitled to reimbursement and indemnification from the trust "Res" for any personal liability incurred by them in the proper administration of this trust, except such as may arise from their willful and corrupt breach of the trust.

ARTICLE 11: The trustees may resign their position by a written instrument stating that they have resigned, signed and sealed by them, acknowledged on the manner prescribed by and for the acknowledgement of deeds and recorded in the same Registry of Deeds as this instrument is recorded. Upon the death, physical or mental incapacity or inability, resignation, or vacancy for any cause in the office of trustee, the successor trustee shall be appointed by the beneficiaries. In the case of any further vacancy, a new trustee shall be appointed by the beneficiaries for the time being. Each beneficiary being entitled to vote in accordance with and in proportion to their respective 1/3 interest in said trust. The recording of an instrument reciting such death, 'incapacity, inability, resignation or vacancy, and of the new appointment executed as aforesaid and recorded in the appropriate Registry of Deeds shall be conclusive of such facts. The appointment of a new trustee shall take effect upon the newly named trustee executing, acknowledging and recording the instrument accepting the appointment of the Registry of Deeds as aforesaid. Pending the qualifications of any successor trustee, the trustee or trustees then in office shall have all the powers, discretions and exemptions given to the trustee hereunder.

ARTICLE 12: The beneficial interest of this trust shall be divide into three (3) fractional shares, with each of the below named beneficiaries or cestui que trustent of the trust to be severally entitled to an equal share or interest as follows:

```
Lori A. Zuccola (1/3)
Debra A. Zuccola (1/3)
Kimberly A. Zuccola (1/3)
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A beneficiary shall not have any legal title to the trust "Res" itself, his or her interest being equitable only; and he or she shall not have any right whatsoever to call for any partition or division of the trust "Res" during the term of this trust. No intevivos transfer of a beneficiary's interest during the continuance of this trust shall operate to terminate the trust, nor shall it entitle the beneficiary's transferee to an accounting or to take any action in the courts or otherwise against the trust or trustee but the beneficiary's transferee. shall succeed to all the beneficiary's rights under this trust. No interest under this trust whether present or future, shall in any way be anticipated, alienated, or assigned, or be available to, or attachable by, creditors or assignees of any of the beneficiaries hereof.

No assessment shall ever be made upon the beneficiaries, nor shall they ever be personally liable in any event or have any right or obligation hereunder except as herein defined.

ARTICLE 13: The principal office of the trust shall be located at 195 Flaistow Rd., Plaistow, Rockingham County, New Hampshire; other offices and places of business may be established from time to time in such locations as the trustees may appoint. This instrument shall be recorded in the Rockingham County Registry of beeds, and any amendment, revocation, resignation, appointment, acceptance of trust, or other instrument shall also be recorded in said kegistry of Deeds. The powers of the trustees shall continue after the termination of the trust as herein provided to the extent necessary or convenient for the orderly liquidation of the trust property and a distribution of the proceeds thereof.

ARTICLE 14: This trust may be altered, amended, and terminated or revoked at any time, or from time to time, by an instrument signed sealed and acknowledged by the settlor of the trust, or by a vote of the trustees for the time being, and recorded with the Rockingham County Registry of Deeds. The terms of trust are to

BK2549 P1460

be construed and enforced in accordance with the laws of the State of New Hampshire.

مير مرومز Zuccola Charles

Zuccola

STATE OF NEW HAMPSHIRE

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ROCKINGHAM COUNTY, SS.

Then personally appeared before me, Charles J. Zuccola and Florence . M. Zuccola as individuals and as trustees of aforesaid trust and acknowledge the foregoing instrument to be their free act and deed, before me,

CHRISTINE NASTASIA, Notary Public My Commission Expired March 22, 1993

AMMENDMENT TO C&F REALTY TRUST DECLARATION OF TRUST

Pursuant to the powers reserved by the Declaration of Trust dated July 6, 2005 Book1051 page 221 and recorded at the Columbia County Registry of Deeds, which lists Florence Zuccola and Debbie King as Trustees.

The Trustees of this trust have called a meeting and voted this day to change the Trustees of the trust as follows: Debbie King will resign as the trustee and wherefore the Trustees have voted and designated Lori Zuccola, as successor trustees which will take effect by acceptance.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the above Trust this 5th day of March, 2007.

Trustee

Witness

State of Florida County of Columbia

Date March 5 2007

Then personally appeared the above named, <u>Debbie King</u>, <u>Florence MZuccola</u>, + Lori as an individual/s and as Trustees of aforesaid trust and acknowledge the foregoing instrument to be <u>Signed</u> free act and deed, before me,

Inst:2007005187 Date:03/05/2007 Time:10:50 _____DC,P.DeWitt Cason,Columbia County B:1112 P:1807

Victoria J Notary Public

My commission expires: <u>9/35/20</u>09



Columbia County Tax Collector

Tax Record

Last Update: 4/10/2017 3:58:28 PM EDT

Register for eBill

Ad Valorem Taxes and Non-Ad Valorem Assessments

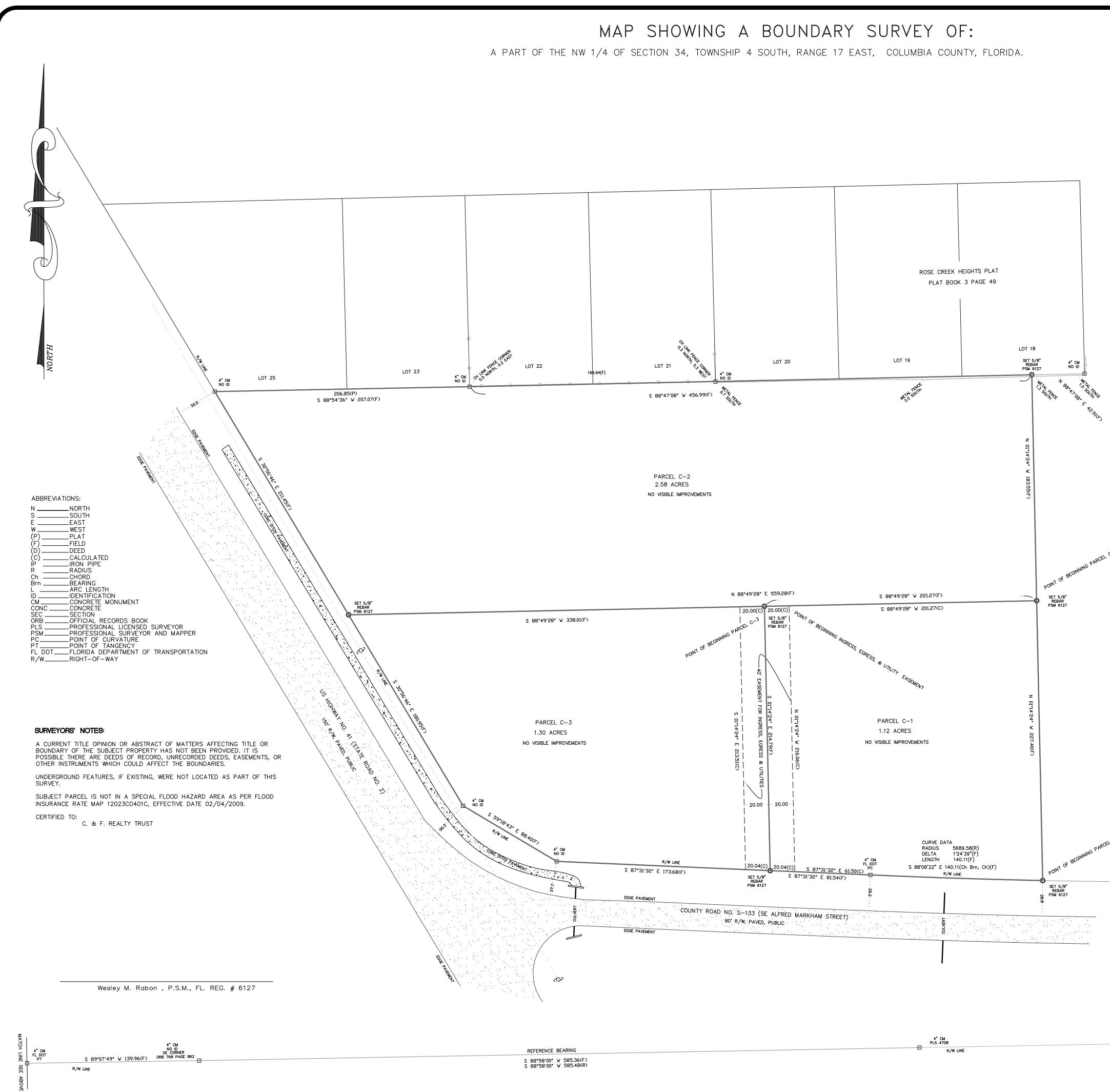
The information contained herein does not constitute a title search and should not be relied on as such.

Acc	ount Number		Tax Ty	/pe	Тах	Year	
1	R08970-000		REAL ES	TATE	20	016	
	Address LIZABETH P & JA JAMES R TAYLOR		Propert	y Address			
JONATHAN	R TAYLOR		GEO Num	ber			
285 SE A	LFRED MARKHAM S	т	344S17-	08970-000			
LAKE CIT	Y FL 32025						
Exe	empt Amount		Taxable	Value			
	See Below		See Be	low			
Exemption	n Detail	Millag	je Code	E	scrow Code	3	
NO EXEMP	FIONS	003		9	99		
	scription (clic						
34-4S-17	0000/0000 9.03	Acres BEG	WHERE US-	441 CROSSES	S S LINE O	F NW1/4	Ł
OF NW1/4	, RUN E 784 FT,	N 462 FT,	W 1104 FT	TO US-41,	SE 529 FT	ALONG	
RD TO POI	B, EX RD R/W. O	RB 907-1253	, (DC JAM	ES R TAYLOF	ORB 1311	-1338)	
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axing Aut	hority	Rate	Value	Amount	Value	Levie	₽đ
	Y COMMISSIONERS Y SCHOOL BOARD	8.0150	36,626	0	\$36,626	\$293.	56
ISCRETIONARY		0.7480	36,626	0	\$36,626	\$27.	40
OCAL		4.5040	36,626	0	\$36,626	\$164.	
APITAL OUTLAY		1.5000	36,626	0	\$36,626	\$54.	
	WATER MGT DIST	0.4093	36,626	0	\$36,626	\$14.	
AKE SHORE HOS	SPITAL AUTHORITY	0.9620	36,626	0	\$36,626	\$35.	23
т	otal Millage	16.1383	; Te	otal Taxes		\$591.0	8
	N	on-Ad Valore	em Assess	ments			
	Levying Autho	ority				Amou	
Code	FIRE ASSESSME	ENTS				\$53.	74
						,	
Code FFIR							
			Total	Assessment	ts	\$53.7	'4
				L Assessmen & Assessmen		\$53.7 \$644.8	
				& Assessmen	ts		82

Date Paid	Transaction	Receipt	Item	Amount Paid
1/9/2017	PAYMENT	3502500.0001	2016	\$158.00
12/30/2016	PAYMENT	2101602.0002	2016	\$153.28
9/28/2016	PAYMENT	2701062.0001	2016	\$157.00
6/28/2016	PAYMENT	3211440.0004	2016	\$154.54

Prior Years Payment History

	P	Prior Year Taxes Due	
NO DELINQUENT	TAXES		



DESCRIPTION PARCEL C-1

A PART OF THE NW 1/4 OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 17 EAST, AND ALSO BEING PART OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 907 PAGE 1253 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NE 1/4 OF SAID NW 1/4 AND RUN N 7'30'00"E, ALONG THE EAST LINE THEREOF A DISTANCE OF 24.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 133B, BEING ALSO KNOWN AS SE ALFRED MARKHAM STREET, (AN 80 FOOT PUBLIC RIGHT OF WAY); THENCE S88'58'00"W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 405.00 FEET; THENCE CONTINUE S88'58'00"W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 585.36 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 768 PAGE 862 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, S89'07'49"W, A DISTANCE OF 139.96 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTH. HAVING A RADIUS OF 5689,58 FEET. A CENTRAL ANGLE OF 211'39". A CHORD BEARING OF N89'56'31"W, AND A CHORD LENGTH OF 217.89 FEET; THENCE ALONG SAID CURVE AND NORTH RIGHT OF WAY LINE AN ARC LENGTH OF 217.90 FEET TO THE POINT OF BEGINNING; THENCE N 114'24"W, A DISTANCE OF 227.40 FEET; THENCE S88'49'28"W, A DISTANCE OF 221.27 FEET: THENCE S0114'24"E. A DISTANCE OF 214.79 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 133B: THENCE S87"31'32"E, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 81.54 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTH, HAVING A RADIUS OF 5689.58 FEET, A CENTRAL ANGLE OF 1°24'39", A CHORD BEARING OF S88'08'22"E, AND A CHORD DISTANCE OF 140.11 FEET; THENCE ALONG SAID CURVE AND NORTH RIGHT OF WAY LINE, AN ARC DISTANCE OF 140.11 FEET TO THE POINT OF BEGINNING. CONTAINING 1.12 ACRES MORE OR LESS.

TOGETHER WITH AND SUBJECT TO THE FOLLOWING 40.00 FOOT WIDE EASEMENT FOR INGRESS, EGRESS AND UTILITIES: A PART OF THE NW 1/4 OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 17 EAST, AND ALSO BEING PART OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 907 PAGE 1253 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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DESCRIPTION PARCEL C-2

A PART OF THE NW 1/4 OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 17 EAST, AND ALSO BEING PART OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 907 PAGE 1253 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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A PART OF THE NW 1/4 OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 17 EAST, AND ALSO BEING PART OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 907 PAGE 1253 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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DESCRIPTION PARCEL C-3

A PART OF THE NW 1/4 OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 17 EAST, AND ALSO BEING PART OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 907 PAGE 1253 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS

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TOGETHER WITH AND SUBJECT TO THE FOLLOWING 40.00 FOOT WIDE EASEMENT FOR INGRESS, EGRESS AND UTILITIES:

A PART OF THE NW 1/4 OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 17 EAST, AND ALSO BEING PART OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 907 PAGE 1253 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CURVE DATA
RADIUS 5689.58(R)
DELTA 2"11'39"(F)
LENGTH 217.90(F)
N 89'56'31" W 217.89(Ch Brn, Ch)(F)

S 88*58'00" W 405.00(R)

REVISION DESCRIPTION		
DATE		
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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: April 7, 2017	Meeting Date: April 20, 2017
Name: Brandon M. Stubbs	Department: Building And Zoning
Division Manager's Signature:	Ben Scatt

1. Nature and purpose of agenda item:

Consent Agenda Item - Special Family Lot Permit Application (SFLP 17 34) for Katherine Cunningham.

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

2. Fiscal impact on current budget.

Is this a budgeted item?	X	N/A
		Yes Account No.
		No Please list the proposed budget amendment to fund this request
Budget Amendment Number	:	Fund:

FROM:

TO:

AMOUNT:

For Use of County Manger Only:

Consent Item

Discussion Item

OUNBIA COULTY	Columbia County
CALE HAY TO FLOR	Gateway to Florida

FOR PLANNING USE ONLY Application # SFLP7-34
Application Fee \$50.00 Receipt No. <u>4726</u>
Filing Date 4-6-17
Completeness Date 4-6+17

Special Family Lot Permit Application

PRO	DJECT INFORMATION						
1.	Title Holder's Name: Raymond & Alice Peder						
2.	Address of Subject Property: 1585.W. EIK Hunter Glen						
3.	Parcel ID Number(s): 2365 16039 23 000						
4.	Future Land Use Map Designation:						
5.	Zoning Designation: Ag						
6.	Acreage of Parent Parcel: 39.94						
7.	Acreage of Property to be Deeded to Immediate Family Member: 3.84						
8.	Existing Use of Property:						
9.	Proposed use of Property: Residential						
10.	Name of Immediate Family Member for which Special Family Lot is to be Granted:						
	PLEASE NOTE: Immediate family member must be a parent, grandparent, adopted parent, stepparent, sibling, child, adopted child, stepchild, or grandchild of the person who is conveying the parcel to said individual.						
APP	LICANT INFORMATION						
1.	Applicant Status 🗆 Owner (title holder) 🔅 🗆 Agent						
2.							
	Company name (if applicable):						
	Mailing Address: 158 S.W. EIK Munter Glen Fort white A 32038						
	City: State: Zip:						
	Telephone: (386 623-4858: (-) Email: Katiecunningham 18 Chotm						
	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):						
	Mailing Address:						
	City: State: Zip:						
	Telephone:_() Fax:_() Email:						
	PLEASE NOTE: Florida has a very broad public records law. Most written communications to						
	or from government officials regarding government business is subject to public records						
	requests. Your e-mail address and communications may be subject to public disclosure.						

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

1-825 (ref. p. 152) -22922 -4

C. ATTACHMENT/SUBMITTAL REQUIREMENTS

- 1. Map, Drawing, or Sketch of Parent Parcel Showing the Location of the Proposed Lot being Deeded to Immediate Family Member with Appropriate Dimensions (Must be a Minimum of One Acre).
- 2. Personal Identification and Proof of Relationship, to Establish the Required Immediate Family Member Status, of both the Parent Parcel Owner and the Immediate Family Member. The Personal Identification Shall Consist of Original Documents or Notarized Copies from Public Records. Such Documents may include Birth Certificates, Adoption Records, Marriage Certificates, and/or Other Public Records.
 - 3. Family Relationship Residence Agreement Affidavit is Required Stating that the Special Family Lot is being Created as a Homestead by the Immediate Family Member, that the Immediate Family Member shall obtain Homestead Exemption on the Lot. This Affidavit shall be Recorded in the Clerk of Courts Office.

✓ 4. Legal Description of Parent Parcel with Acreage (In Microsoft Word Format).

1. Legal Description of Property to be Deeded to Immediate Family Member with Acreage (In Microsoft Word Format). Attached to Deed

6. Legal Description of Parent Parcel with Immediate Family Member Lot Removed with Acreage (In Microsoft Word Format).

✓ 7. Proof of Ownership (i.e. deed).

- $N \approx 8$. Agent Authorization Form, if applicable (signed and notarized). $N \oplus G$
- 9. Proof of Payment of Taxes (can be obtained online via the Columbia County Tax Collector's Office).
 - 10. Fee. \$50.00 No application shall be accepted or processed until the required application fee has been paid.

NOTICE TO APPLICANT

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

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

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

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

Columbia County – Building and Zoning Department P.O. Box 1529, Lake City, Fl 32056-1529 ◆ (386) 758-1008 Any decision made by the Board of County Commissioners is subject to a 30 day appeal period as outlined in Article 12 of the Land Development Regulations. Any action taken by the applicant within the 30 day appeal period is at the applicant's risk. No Certificate of Occupancy shall be issued until the 30 day appeal period is over or until any appeal has been settled.

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

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

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

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

lip B. allerine Cunnin

Applicant/Agent Name (Type or Print)

lice K.

Applicant/Agent Signature

Date

Inst: 201712006002 Date: 04/03/2017 Time: 12:44PM Page 1 of 2 B: 1333 P: 2625, P.DeWitt Cason, Clerk of Court Columbia, County, By: KV Deputy CleridDoc Stamp-Deed: 0.00

WARRANTY DEED

This Warranty Deed, made the 30th day of March 2017, by Raymond S. Peeler, husband and Alice B. Peeler, wife, hereinafter called the Grantor, to Chad C. Cunningham, husband and Katherine P. Cunningham, wife whose post office address is 158 SW Elk Hunter Gln., Fort White, FL 32038 hereinafter called the Grantees.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH: That the Grantor, for and in consideration of the sum of (\$0.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate, lying and being in Columbia County, State of Florida, viz:

See attached "Exhibit A" for legal description.

Subject to covenants, restrictions and easements of record.

Together, with all the tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining. **To Have and to Hold,** the same in fee simple forever.

And the Grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2016.

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:

nted Name

Witness Signature

an Printed Name

STATE OF FLORIDA

Raymond S. Peeler, Grantor

Alice B. Peeler, Grantor

COUNTY OF <u>COUND</u>, <u>A</u> I hereby certify that on this <u>3</u> <u>day</u> <u>da</u>

KATRINA M. VERCHER MY COMMISSION # FF 008705 my hand and official seal in Witness EXPIRES: March 5, 2018 trina M. Verc.

Notary Signature

Printed Name

"EXHIBIT A"

DESCRIPTION:

BEGIN AT A REBAR AND CAP L.B. 7042, MARKING THE NW CORNER OF THE SE ¼ OF THE NW ¼ OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA AND RUN N.88°11'07"E, ALONG THE NORTH LINE THEREOF, 549.94 FEET TO A CONCRETE MONUMENT, L.B. 7042, ON THE WEST MAINTAINED RIGHT-OF-WAY LINE OF SW OLD WIRE ROAD, THENCE S34°26'32"W, ALONG SAID MAINTAINED ROAD RIGHT-OF-WAY LINE, 563.43 FEET TO A SET REBAR AND CAP, THENCE N73°15'45"W, 234.53 FT TO A SET REBAR AND CAP ON THE WEST LINE OF SAID SE ¼ OF NW ¼, THENCE N00°58'02"W ALONG SAID WEST LINE, 379.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.84 ACRES, MORE OR LESS

HOME

93 Columbia County Property Appraiser

Parcel Details

Columbia County Property Appraiser Jeff Hampton updated: 3/2/2017

		operty	Apprai	ser			2	016 Tax Roll Yea updated: 3/2/20
		2016 TRI	M (pdf)	Property Ca	ard Par	cel List G	enerator Show or	n GIS Map) Print
	23-65-16-0392	3-000 (»)		Aerial Vie	wer Pi	ctometery Google Ma	ps
Owner & P	roperty Info		Result: 1	of 1	2016 2013	2010.20	07 2005 2004 1999 S	 (zoom
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Site						Pres 24		Carl Carl
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Columbia County Tax Collector Proudly Serving The People of Columbia County

Ad Valorem Taxes and Non-Ad Valorem Assessments

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

Tax Record

Last Update: 4/5/2017 5:30:23 PM EDT



Register for eBill

Details **Tax Record** » Print View Legal Desc. Tax Payment Payment History Print Tax Bill NEN Change of Addr

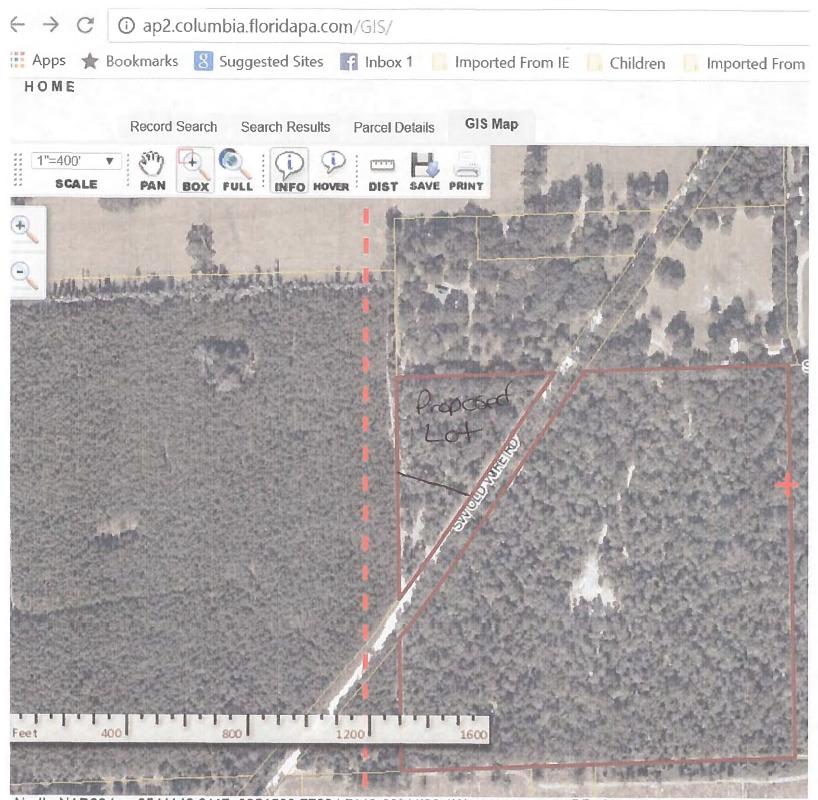
Searches

Print Tax Bill NEWI		Account Number		Тах Ту	me	Tax	Year				
Change of Address		R03923-000		REAL ESTATE			2016				
Searches Account Number GEO Number Owner Name Property Address	Mailing Address PEELER RAYMOND S & ALICE B 158 SW ELK HUNTER GLN FORT WHITE FL 32038			Property Address 158 ELK HUNTER SW FORT WHITE GEO Number 236516-03923-000							
Mailing Address	1	Exempt Amount		Taxable Value							
	See Below			See Be	low						
Site Functions Tax Search Local Business Tax Contact Us County Login Home	NO EXE Legal 1 23-65- OF SW 0 W MAIN	ion Detail MPTIONS Description (clic) 16 5600/5600 39.94 DIC WIRE RD DESC # T R/W OF SW OLD WI 74, N 765.20 TO PC	003 k for full d 4 Acres SE1/ AS: BEG NW C IRE RD, SW A	4 OF NW1/ OR OF SE1. LONG R/W	a)	E 549.94 W LINE O	T R/W FT TO F SE1/4				
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		Total Millage	16.1383	Тс	tal Taxes		\$143.08				
	Non-Ad Valorem Assessments										
	Code FFIR	Levying Autho FIRE ASSESSME			Amount \$53.74						
				Total	Assessments		\$53.74				
				Taxes	Assessments	3	\$196.82				
				If Paid	By	Ame	ount Due				
							\$0.00				

Date Paid

Transaction Receipt **Amount Paid**

Item



LEGAL DESCRIPTION OF PARENT PROPERTY

PARCEL ID# 23-6S-16-03923-000

SE1/4 OF NW1/4 EX PART WITHIN MAINT R/W OF SW OLD WIRE RD DESC AS: BEG NW COR OF SE1/4 OF NW1/4, E 549.94 FT TO W MAINT R/W OF SW OLD WIRE RD, SW ALONG R/W 967.40 FT TO W LINE OF SE1/4 OF NW1/4, N 765.20 TO POB & COMM NW COR OF SE1/4 OF NW1/4, S 830.14 FT TO E MAINT R/W OF SW OLD WIRE RD FOR POB, NE ALONG R/W 1024.10 FT TO N LINE OF SE1/4 OF NW1/4 E 741.07 FT TO NE COR OF SE1/4 OF NW1/4, S 1326.09 FT TO SE COR OF SE1/4 OF NW1/4, W 1332.18 FT TO SW COR OF SE1/4 OF NW1/4, N 496.95 FT TO POB. PB 1012-1197 THRU 1206, ORB 1025-2299, WD 1039-565, WD 1298-644

"EXHIBIT A"

Legal Description of Property to Immediate Family

DESCRIPTION:

BEGIN AT A REBAR AND CAP L.B. 7042, MARKING THE NW CORNER OF THE SE ¼ OF THE NW ¼ OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA AND RUN N.88⁰11'07"E, ALONG THE NORTH LINE THEREOF, 549.94 FEET TO A CONCRETE MONUMENT, L.B. 7042, ON THE WEST MAINTAINED RIGHT-OF-WAY LINE OF SW OLD WIRE ROAD, THENCE S34⁰26'32"W, ALONG SAID MAINTAINED ROAD RIGHT-OF-WAY LINE, 563.43 FEET TO A SET REBAR AND CAP, THENCE N73⁰15'45"W, 234.53 FT TO A SET REBAR AND CAP ON THE WEST LINE OF SAID SE ¼ OF NW ¼, THENCE N00⁰58'02"W ALONG SAID WEST LINE, 379.76 FEET TO THE POINT OF BEGINNING.

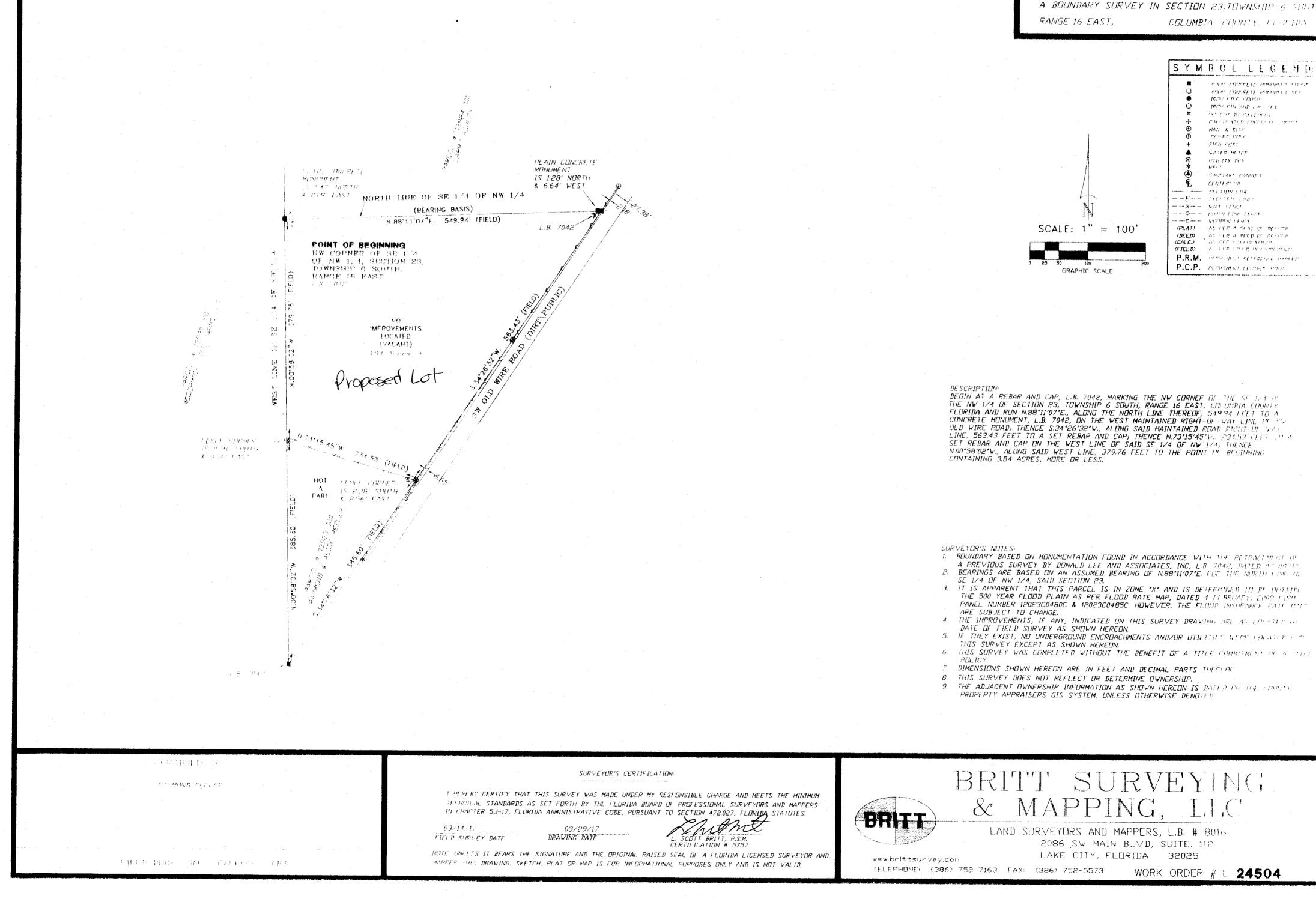
CONTAINING 3.84 ACRES, MORE OR LESS

LEGAL DESCRIPTION OF PARENT PROPERTY

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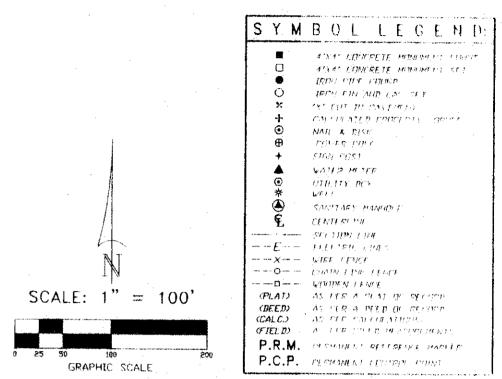
PARCEL ID# 23-6S-16-03923-000

SE1/4 OF NW1/4 EX PART WITHIN MAINT R/W OF SW OLD WIRE RD DESC AS: BEG NW COR OF SE1/4 OF NW1/4, E 549.94 FT TO W MAINT R/W OF SW OLD WIRE RD, SW ALONG R/W 967.40 FT TO W LINE OF SE1/4 OF NW1/4, N 765.20 TO POB & COMM NW COR OF SE1/4 OF NW1/4, S 830.14 FT TO E MAINT R/W OF SW OLD WIRE RD FOR POB, NE ALONG R/W 1024.10 FT TO N LINE OF SE1/4 OF NW1/4 E 741.07 FT TO NE COR OF SE1/4 OF NW1/4, S 1326.09 FT TO SE COR OF SE1/4 OF NW1/4, W 1332.18 FT TO SW COR OF SE1/4 OF NW1/4, N 496.95 FT TO POB. PB 1012-1197 THRU 1206, ORB 1025-2299, WD 1039-565, WD 1298-644



p. 74

A BOUNDARY SURVEY IN SECTION 23, TOWNSHIP 6 SOUTH.





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: April 12, 2017	Meeting Date: April 20, 2017	
Name: Jennifer DuBose	Department: Code Enforcement	
Division Manager's Signature: –	Sh	

1. Nature and purpose of agenda item:

Franchise Collect	on Renewals for 2017-2018
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Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

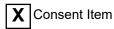
Is this a budgeted item?	X	N/A
		Yes Account No.
		No Please list the proposed budget amendment to fund this request
Budget Amendment Number:	:	Fund:

FROM:

TO:

AMOUNT:

For Use of County Manger Only:





<u>COLUMBIA COUNTY, FLORIDA</u> <u>SOLID WASTE COLLECTION FRANCHISE APPLICATION</u> Name of Applicant: <u>Woote Prod</u> <u>Alorida</u> Address: <u>401 No woldo 5t. dake City</u> <u>330</u> Telephone No.: <u>386</u> <u>758</u> <u>7800</u>

Name of Applicant's Contact Person or Agent: Frank Kraner Address: 133 Sw Lance lot GIN. 4(C. FI 32024 Telephone No.: (386) 590.3718

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

I. APPLICANT INFORMATION.

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

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

II. CONDITIONS OF FRANCHISE.

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

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

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

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

- C. <u>Disposal Site</u>: As a material consideration for the County approving Applicant's franchise, Applicant agrees all solid waste shall be hauled to and disposed of at a place or places to be provided and designated by Columbia County. Currently County charges \$52.00 per ton for each ton of Class I and \$37.00 for each ton of Class III solid waste collected in the County and disposed of at the Columbia County Landfill. Applicant agrees all solid waste shall be hauled to those sites or facilities as directed in writing by the County and disposed of at those facilities at the expense of the Franchisee, including tipping fees. Any solid waste hauled to the disposal site by Franchisee that is not generated in the County or otherwise approved by the County and not covered under the terms of the franchise agreement will be subject to the following penalties:
 - 1. \$1,000.00 for the first violation;
 - 2. \$5,000.00 for the second violation; and
 - 3. Loss of franchise for the third violation.
- D. <u>Competency of Franchisee</u>: The County shall require Franchisee to submit such additional information as the County may reasonably require to verify Applicant is adequately prepared to fulfill the franchise agreement. In determining whether the Applicant is adequately prepared, the County shall, as a minimum, consider the following:
 - 1. Applicant's collection vehicles and equipment are sufficient to provide adequate and reliable service.
 - 2. Applicant's roll-offs and other containers are adequately maintained and in proper condition, including signage, such as paint and information on the containers adequately identifying Applicant and contact information for the Applicant.
 - 3. Sufficient size and number of containers.
 - 4. That all vehicles and other equipment are properly licensed, tagged, identified, insured, and road-worthy.

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

III. TERM.

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

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

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

IV. NON-TRANSFER ABILITY.

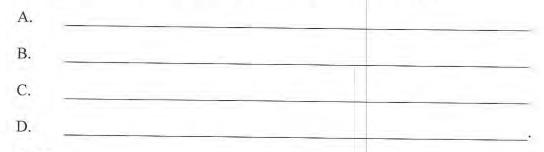
The franchise shall not be transferrable or assignable to any other person or entity without the express written consent of the County.

V. NON-EXCLUSIVE FRANCHISE.

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

VI. SOLID WASTE SERVICES AUTHORIZED.

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



VII. RATE.

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

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

Dated this <u>9</u>th day of <u>March</u>, 2017. Applicant: Frank H. Kramer Solla Signature of Applicant Print Name: Frank Framer Title: Division

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

Dated this 10th day of March , 2017.

COLUMBIA COUNTY, FLORIDA By: County Representative Print Name: Cennifue I

Title: Loole Enforceme

COLUMBIA COUNTY, FLORIDA SOLID WASTE COLLECTION FRANCHISE APPLICATION

SECTION VI - EXHIBIT A

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

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

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

2017 Franchise Collection / Check Off Sheet for Renewal Applications / Money & Packet Confirmed

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Waste Pro	\$\$ 50.00 1000 Carl	
Packet:	Received By: Janne C Stenle	7
Republic Services	\$\$/ <i>C</i> K#	
Packet:	Received By:	4
Wilson Containers	\$\$_\$50° /CK#_5948	
Packet:	Received By:	
BOARD OF COUNTY COMM COLUMBIA COUNTY F P.O. BOX 1529 • PHONE 75 LAKE CITY, FLORIDA 3	LORIDA 5-4100 *	6309
RECEIVED FROM: <u>AAAAAA</u>	E Cramer	
2017 Franci	use Collection dollars \$ 50.4	
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Norris Containers	\$\$/CK#	1.19.42.1-1.44.44
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	DUCER Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323			CONT/ NAME: PHONE (A/C, N E-MAIL ADDRE	o, Ext):		FAX (A/C, No):	
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	Suite ##301 Longwood, FL 32779			INSURI	ER D :	and the second se			
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Ē	CLAIMS-MADE X OCCUR		1 62-62 1-0937 60-106		11/22/2016	11/22/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	2,000,000
							MED EXP (Any one person)	\$	5,000
-							PERSONAL & ADV INJURY	\$	2,000,000
H							GENERAL AGGREGATE	\$	4,000,000
-	OTHER:						PRODUCTS - COMP/OP AGO	\$	4,000,000
1	AUTOMOBILE LIABILITY		AS2-621-093780-096		11/22/2016	11/22/2017	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO ALL OWNED SCHEDULED						BODILY INJURY (Per person)	\$	
H	AUTOS AUTOS						BODILY INJURY (Per accident PROPERTY DAMAGE		
-	A HIRED AUTOS A AUTOS						(Per accident)	\$	
T	X UMBRELLA LIAB X OCCUR		UMB 2000589 00		11/22/2016	11/22/2017	EACH OCCURRENCE	\$	5,000,000
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V	DED RETENTION \$		WA5-62D-093780-046 (AOS)		11/22/2016	11/22/2017	X PER OTH-	\$	
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0	OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE	\$ F 5	1,000,000
lf D	yes, describe under ESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		1,000,000
3 V	Vorkers Compensation		EW5-62N-093780-056 (FL)		11/22/2016	11/22/2017	Employers Liability: SIR:		1,000,000
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	Waste Pro 401 NW Waldo St. Lake City, FL 32055			THE	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE (REOF, NOTICE WILL Y PROVISIONS.		
					ZED REPRESE USA Inc.	NTATIVE			
				1.1	ernandez		hear Herna	ud.	Les .
	I			1			ORD CORPORATION.		

AGENCY CUSTOMER ID: 105058554

LOC #: Lauderdale

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T.

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

		and oon	LDOLL	
AGENCY Marsh USA Inc.		NAMED INSURED Waste Pro	USA Inc. and its subsidiaries	
POLICY NUMBER		2101 W SR Suite ##301 Longwood,		
CARRIER	NAIC CODE			
ADDITIONAL REMARKS		EFFECTIVE DATE:		
THIS ADDITIONAL REMARKS FORM IS A SCHEDU FORM NUMBER:	ULE TO ACORD FORM, ificate of Liability Insura	2000		
FORM HOMBER.	incare of Liability Insura	ance	and the second se	
Contractor's Pollution Liability:				
Carrier: Indian Harbor Insurance Company				
Policy Number: PEC0049003				
Dates: 01/01/2017 - 01/01/2018 Limits: \$5,000,000				
Deductible: \$250,000				
Storage Tank Liability Limit: \$1,000,000				
				1.3
ACORD 101 (2008/01)			@ 2000 ACODD CODDOD ATION	All Julia
in the formation is			© 2008 ACORD CORPORATION.	All rights reserved.

ACORD 101 (2008/01)

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- PAID 3/17/17

COLUMBIA COUNTY, FLORIDA
SOLID WASTE COLLECTION FRANCHISE APPLICATION
Name of Applicant: REE Environmental Address: Dox 855 Telephone No.: 3860 4940 3860 7
Name of Applicant's Contact Person on Agent: <u>AVERY Roberts</u> Address: <u>40 BDX 855</u> Telephone No.: <u>38644063867</u>

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

I. APPLICANT INFORMATION.

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

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

II. CONDITIONS OF FRANCHISE.

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

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

B. <u>Indemnity</u>: Franchisee will indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees to the extent resulting from a willful or negligent act or omission or default of its franchise agreement by the Franchisee, its officers, agents, servants, and employees in the performance of the franchise; provided, however, that Franchisce shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent act or omission of the County, its officers, agents, servants and employees.

- C. <u>Disposal Site</u>: As a material consideration for the County approving Applicant's franchise, Applicant agrees all solid waste shall be hauled to and disposed of at a place or places to be provided and designated by Columbia County. Currently County charges \$52.00 per ton for each ton of Class I and \$37.00 for each ton of Class III solid waste collected in the County and disposed of at the Columbia County Landfill. Applicant agrees all solid waste shall be hauled to those sites or facilities as directed in writing by the County and disposed of at those facilities at the expense of the Franchisee, including tipping fees. Any solid waste hauled to the disposal site by Franchisee that is not generated in the County or otherwise approved by the County and not covered under the terms of the franchise agreement will be subject to the following penalties:
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 - 2. \$5,000.00 for the second violation; and
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 - 1. Applicant's collection vehicles and equipment are sufficient to provide adequate and reliable service.
 - 2. Applicant's roll-offs and other containers are adequately maintained and in proper condition, including signage, such as paint and information on the containers adequately identifying Applicant and contact information for the Applicant.
 - 3. Sufficient size and number of containers.
 - 4. That all vehicles and other equipment are properly licensed, tagged, identified, insured, and road-worthy.

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

III. TERM,

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

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

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

IV. NON-TRANSFER ABILITY.

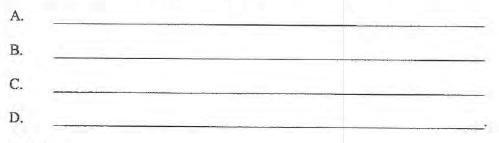
The franchise shall not be transferrable or assignable to any other person or entity without the express written consent of the County.

V. NON-EXCLUSIVE FRANCHISE.

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

VI. SOLID WASTE SERVICES AUTHORIZED.

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



VII. RATE.

Columbia County does not set any rate structure for franchisee. Franchisee will establish and agree upon rate structures with its customers. The undersigned hereby certifies that all of the above statements and statements contained in any documents or plans submitted herewith are true and correct to the best of my knowledge and belief.

Dated this day of Applicant: Signature of Applicant Print Name: Title:

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

Dated this 16 day of March, 2017.

COLUMBIA COUNTY, FLORIDA By: County Representative Print Name: (elaniter all Title: x(c -nf their T

Page 6 of 6

COLUMBIA COUNTY, FLORIDA SOLID WASTE COLLECTION FRANCHISE APPLICATION

SECTION VI - EXHIBIT A

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

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

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

pass. . ..

R&E Environmental Services, Inc. COLUMBIA COUNTY BOCC Date: 03/15/2017 Check #: 15967 3/15/2017 50.00 MultiCHAX® # 23189DNS-08 R&E Environmental Services, Inc. Community State Bank Lake Butler, Florida PO Box 855 Lake Butler, Florida 32054 063106352 CHECK NO. 15967 **50.00 COLUMBIA COUNTY BOCC 03/15/2017 ***** PAY TO THE COLUMBIA COUNTY BOCC ORDER PO DRAWER 1529 OF: LAKE CITY, FL 32056 AUTHORIZED SIGNATURE



CERTIFICATE OF LIABILITY INSURANCE

OP ID: 3L

DATE	(MM/DD/YYYY)	
0.4	107/0047	

R&EEN-1

BELC	CERTIFICATE IS ISSUED AS A TIFICATE DOES NOT AFFIRMAT DW. THIS CERTIFICATE OF IN RESENTATIVE OR PRODUCER, A	SURANCE	E DOES NOT CONSTIT	D FXTE	ND OR ALT	FR THE CO	VERACE ALEODDED	TE HO	E DOLICIES
IMPC If SU	RTANT: If the certificate holder BROGATION IS WAIVED, subject certificate does not confer rights to	is an ADI t to the te	DITIONAL INSURED, the	the noli	cy cortain r	olicios may	NAL INSURED provision require an endorsement	nsort nt.As	e endorsed. tatement on
PRODUC	ER		6-252-9601	CONTA	CT ELINN F	PEACOCK		-	
	& Brown of Florida, Inc.			PHONE	o, Ext): 386-2	52-9601	FAX	286 2	20 5720
P.O. Bo	a Beach Office x 2412			(A/C, N	o, Ext):	CKOPPD	(A/C, No):	300-2	39-5729
Daytona	a Beach, FL 32115-2412			ADDRE	SS: EFEAC	CKUBBD	AYTONA.COM	_	-
Greg Be	easley				INS	URER(S) AFFOR	RDING COVERAGE		NAIC #
				INSURI	ERA: LLoyd'	s of Londo	n		
INSURED	R & E ENVIRONMENTAL	SERVIC	ES	INSURI	RB: Auto C	wners Insu	Irance Co.		18988
	INC P O BOX 855			INSUR	FFVA	Nutual Ins (Co		10385
	LAKE BUTLER, FL 32054			NOUT	Federa	I Ins Co			20281
	EARLE BOTEER, TE 5205			Contract on					20201
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A X	COMMERCIAL GENERAL LIABILITY	INSD WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	4 000 000
					1000000		EACH OCCURRENCE	\$	1,000,000
-	CLAIMS-MADE X OCCUR		PGIARK0470002		02/19/2017	02/19/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
			and the second second			1.1.1.1.1.1.1	MED EXP (Any one person)	s	10,000
X	POLLUTION						PERSONAL & ADV INJURY	s	1,000,000
GEI	N'L AGGREGATE LIMIT APPLIES PER:							1	2,000,000
	POLICY X PRO-						GENERAL AGGREGATE	\$	2,000,000
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AU	OMOBILE LIABILITY		1000 m 100	111			COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
X	ANY AUTO		429150100	07/22/2016	07/22/2017	BODILY INJURY (Per person)	\$		
-	AUTOS ONLY					BODILY INJURY (Per accident)	s		
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)		
							PIP	\$	10,000
	UMBRELLA LIAB OCCUR			_		-		\$	
	EXCESS LIAB CLAIMS-MADE						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
C WOF	DED RETENTION \$							\$	
AND	RKERS COMPENSATION EMPLOYERS' LIABILITY			1.1			X PER OTH- STATUTE ER		
ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A	WC84000309482016A	- 144	11/09/2016	11/09/2017	E.L. EACH ACCIDENT	\$	1,000,000
(Man	idatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
DES	, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		1,000,000
	JIPMENT FLOATER		45463010		02/19/2017	02/19/2018	LEASED/	φ	100,000
							RENTED		
DESCRIPT	ION OF OPERATIONS / LOCATIONS / VEHICI	LES (ACORD	101, Additional Remarks Sched	lule, may b	e attached if mor	e space is requir	ed)		
CERTIF	ICATE HOLDER			CANC	ELLATION				_
			COLOC15	1 January					
	COLUMBIA COUNTY BOA COUNTY COMMISSIONEF ATTN: JENNIFER	22, 2 m		THE	EXPIRATION	I DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL E Y PROVISIONS.		
	P O DRAWER 1529				Mun	land.			
	LAKE CITY, FL 32054			/	Oug L	laster			
Carlo con tra	25 (2016/03)			1			ORD CORPORATION.		

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<u>COLUMBIA COUNTY, FLORIDA</u> SOLID WASTE COLLECTION FRANCHISE APPLICATION

Name of Applicant:Republic Services of Florida, LPAddress:13331 US Highway 441 S, Lake City, FL 32025Telephone No.:386-758-8288

Name of Applicant's Contact Person or Agent: Todd Juniper Address: 13331 US Highway 441 S, Lake City, FL 32025 Telephone No.: 386-758-8288

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

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IV. NON-TRANSFER ABILITY.

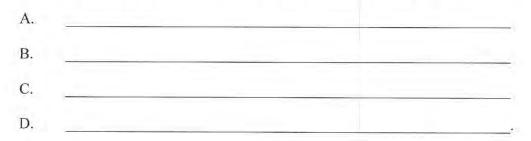
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VII. RATE.

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

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

Dated this 13th day of March , 2017 .

Applicant: Republic Services of Florida, LP

Signature of Applicant Print Name: Dan Walsh Title: Division Controller

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

Dated this D day of March , 2017 COLUMBIA COUNTY, FLORIDA By County Representative Print Name lenniter 0

Title:

COLUMBIA COUNTY, FLORIDA SOLID WASTE COLLECTION FRANCHISE APPLICATION

SECTION VI - EXHIBIT A

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

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

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

I.A. – We intend to provide the collection of commercially generated municipal solid waste and recycling. In addition, we intend to provide collection of construction and demolition debris generated by customers within the County.

I.B. – Republic Services of Florida, Limited Partnership ("the Company") is a wholly owned subsidiary of Republic Services, Inc., a public company traded on the New York Stock Exchange.

We provide solid waste collection services to commercial, industrial, municipal and residential customers through 340 collection operations. In 2015, 76% of our revenue was derived from collection services. Within the collection line of business, 25% of our revenue is from services provided to municipal and residential customers, 31% is from services provided to commercial customers, and 21% is from services provided to industrial (both permanent and temporary) and other customers.

Our residential collection operations involve the curbside collection of refuse from small containers into collection vehicles for transport to transfer stations, or directly to landfills or recycling centers. We typically perform residential solid waste collection services under contracts with municipalities, which generally secure by competitive bid and which gives us exclusive rights to service all or a portion of the homes in the respective municipalities. These contracts or franchises usually range in duration from one to five years, although some of our exclusive franchises are for significantly longer periods. We also perform residential solid waste collection services on subscription basis, in which individual households contract directly with us. The fees received for subscription residential collection are based primarily on market factors, frequency and type of service, the distance to the disposal facility, and the cost of disposal. In general, subscription residential collection fees are paid quarterly in advance by the residential customers receiving the service.

In our commercial and industrial collection operations, we supply out customers with waste containers of varying sizes. We also rent compactors to large waste generators. We typically perform commercial collection services under one-to –three year services agreements, and fees are determined based on a number of factors including the market, collection frequency, type of equipment furnished, type and volume or weight of the waste collected, transportation costs, and the cost of disposal.

We also provide waste collection services to industrial and construction facilities on a contractual basis with terms from a single pickup to one year or longer. Our construction services are provided to the commercial construction and home building sectors. We collect the containers or compacted waste and transport the waste to either a transfer station or directly to a landfill for disposal.

We also provide recycling services based on our collection customers; requirements to complete our services offerings.

I.C. -

Bill Brinkley, General Manager

Role: Responsible for all of Republic Services operation in all North Florida. Bill oversees all financial and day-to-day aspects of operations. Office is located at Republic Services 8619 Western Way, Jacksonville, FL 32256.

Dan Walsh, Division Controller

Role: Responsible for all of Republic Services Operation in all of North Florida. oversees all financial and day-to-day aspects of operations. Office is located at Republic Services 8619 Western Way, Jacksonville, FL 32256.

Jason Bazemore, Operations Manager

Role: Responsible for day-to-day activities and operations. The Operations Manager is a primary contact for garbage collection service in Alachua County. The office is located at Republic Services 13331 South Highway 441 S, Lake City, FL 32025.

TBD, Sales Team Manager

Role: Responsible for all sales team members, pricing approvals, and implementation of transition. The Sales Team Manager will be one of the primary contacts and is located at Republic Services 8619 Western Way, Jacksonville, FL 32256.

I.D. – The Company solicits customers to use the Company's equipment for collection and disposal of solid waste, construction and demolition waste and recycling. The waste is collected in containers provided by the Company and hauled in the Company's trucks to the most economical disposal facility typically a transfer station or landfill.

I.E. – The Company has provided collection services in the northeast and north central Florida markets for over 20 years.

I.F. - Equipment:

2015 Mack Roll Off Truck 2007 Mack Roll Off Truck 2002 Mack Rear Load Truck 2011 Mack Front Load Truck (Commercial Collection) 2006 Mack MR688S Front Load Truck (Commercial Collection) 2005 Mack MR688S Front Load Truck (Commercial Collection) 2005 Mack MR688S Front Load Truck (Commercial Collection) Inventory of containers of various sizes

ACORD[®] CERTIFICATE OF LIABILITY INSURANCE Page 1 of 2

DATE (MM/DD/YYYY) 06/17/2016

IMPORTANT: If the certificate holder is an A terms and conditions of the policy, certain certificate holder in lieu of such endorsement	policie	ONAL es ma	INSURED, the ay require an e	policy(ies ndorseme) must be e ent. A state	endorsed. If ment on th	SUBROGATION IS WAIVED, a sis certificate does not confer	subject to the rights to the			
PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD.					CONTACT NAME:						
					C No.Ext): DRESS:certif	icateteam@cc	FAX (A/C No.Ext):				
SCOTTSDALE, AZ 85255		E-MAIL ADDRESS:certificateteam@ccmsi.com INSURER(S) AFFORDING COVERAGE									
					ACE Americ	an Insurance	Company	22667			
REPUBLIC SERVICES INC				INSURER B: Indemnity Insurance Company of NA							
REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054				INSURER C: ACE Fire Underwriters INSURER D: Illinois Union Insurance Company							
				INSURER E: INSURER F:				27960			
COVERAGES CERTIFIC	CATEN	UMB	ER: 1027747	INSURER F:			REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF IN INDICATED, NOTWITHSTANDING ANY REQUIRE CERTIFICATE MAY BE ISSUED OR MAY PERTA EXCLUSIONS AND CONDITIONS OF SUCH POLIC	EMENT, AIN, THI CIES, LIN	TERN E INS MITS S	I OR CONDITION	N OF ANY	CONTRACT	OR OTHER	ED NAMED ABOVE FOR THE PO DOCUMENT WITH RESPECT TO TO HEREIN IS SUBJECT TO ALL	MULICH THIC			
NSR TYPE OF INSURANCE	ADDL		POLICY NUI	MBER		POLICY EXP					
A GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY		111	HDO G27853420		06/30/2016	06/30/2017	EACH OCCURRENCE	\$ 5,000,000			
CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000			
							MED EXP (Any one person)				
							PERSONAL & ADV INJURY	\$ 5,000,000			
GEN'L AGGREGATE LIMIT APPLIES PER:		1.1					GENERAL AGGREGATE	\$ 5,000,000			
POLICY PROJECT LOC						1	PRODUCTS -COMP/OP AGG	\$ 5,000,000			
A AUTOMOBILE LIABILITY			ISA H09043585	c	06/30/2016	06/30/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000			
X ALL OWNED X SCHEDULED			, ** #				BODILY INJURY(Per person)	1			
AUTOS AUTOS		6				2116	BODILY INJURY (Per accident)	-			
					_		PROPERTY DAMAGE (Per accident)				
UMBRELLA LIAB OCCUR	1						EACH OCCURRENCE				
EXCESS LIAB CLAIMS-MADE							AGGREGATE				
WORKERS COMPENSATION	NUA	-		100	00/00/0010	00/00/0017	X WC STATU-	-			
AND EMPLOYERS' LIABILITY Y/N	N/A		WLR C48608115 - WLR C48608127 -	CA/MA/OR	06/30/2016 06/30/2016	06/30/2017 06/30/2017	TORY LIMITS OTHER	0.000.000			
C OFFICER/MEMBER EXCLUDED?			SCF C48608139 - 1 WCU C48608140 -	OHXS	06/30/2016 06/30/2016	06/30/2017 06/30/2017	E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE	\$ 3,000,000			
A (Mandatory in NH) D If yes, describe under DESCRIPTION OF OPERATIONS below			TNS C48612763 T		06/30/2016	0010010010	E.L. DISEASE -POLICY LIMIT	\$ 3,000,000			
ESCRIPTION OF OPERATIONS / LOCATIONS / VEI Division Number: 3605 - Named Insured Includes: R Division Number: 3639 - Named Insured Includes: R Division Number: 3614 - Named Insured Includes: R	Republic Republic	Servic	es of Florida, Lim	ited Partner	ship - Dba: S	outhland Was	ste Systems of Jax	ntal Services			
CERTIFICATE HOLDER				CANCE	LLATION		The second second				
Columbia County 135 NE Hernando Avenue				BEFOR	E THE EXPIN	RATION DAT	ESCRIBED POLICIES BE CANCE E THEREOF, NOTICE WILL BE DE Y PROVISIONS. E				
Lake City, FL 32055-4003 United States				6	xe	Y	genery				

AGENCY CUSTOMER ID:

LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

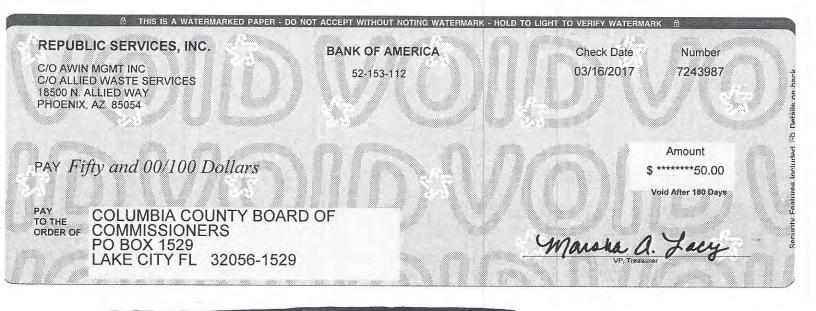
Page 2 of 2

the insured has become obligated to include as a result of an executed contract or agreement. GENERAL LIABILITY: Certificate holder is Additional Insured when required by written contract. Coverage is primary and non-contributory when required by written contract. Waiver of Subrogation in favor of the certificate holder is included when required by written contract. AUTO LIABILITY: Certificate holder is Additional Insured when required by written contract. Waiver of Subrogation in favor of the certificate holder is included when required by written contract. Waiver of Subrogation in favor of the certificate holder is included when required by written contract. Waiver of Subrogation in favor of the certificate holder is included when required by written contract. WORKERS COMPENSATION AND EMPLOYERS LIABILITY: Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law. Stop gap coverage for ND, WA and WY is covered under policy no. WLR C48608115 and stop gap coverage for OH is covered under policy no. WCU C48608140, as noted on page 1 of this certificate. TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY: Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an	AGENCY		NAMED INSURED
OLL Y NUMBER 18500 N. ALLIED WAY See First Page NAIC CODE EFFET Page EFFECTIVE DATE: DDITIONAL REMARKS EFFECTIVE DATE: DDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM. EFFECTIVE DATE: ORM NUMBER: 25_FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization the the insured has become obligated to include as a result of an executed contract or agreement. GENERAL LIABILITY: Certificate holder is Additional Insured when required by written contract. Coverage is primary and non-contributory when required by written contract. Coverage is primary and non-contributory when required by written contract. AUTO LIABILITY: Certificate holder is Additional Insured when required by written contract. Coverage is primary and non-contributory when required by written contract. Worker of Subrogation in favor of the certificate holder is included when required by written contract. Waiver of Subrogation in favor of the certificate holder is included when required by written contract. Workers CoMPENSATION AND EMPLOYERS LIABILITY: Waiver of Subrogation in favor of the certificate holder is included when required by written contract. Stop gap coverage for ND, WA and WY is covered under policy no. WLR C48608115 and stop gap coverage for OH is covered, under policy no. WCU C4			REPUBLIC SERVICES, INC.
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REPUBLIC SERVICES, INC.

No. 7243987 Check Date: 3/16/17

OLUMBIA COUNTY BOARD OF, COMMISS INVOICE	DATE	DESCRIPTION	GROSS AMOUNT		Number: 59283
2017 FRAN APP URGENT ATTN: MELISSA DEIGHAN/RYA RTD DIV 3614 ATTN: MELISSA DEIGHAN/RYAN CLAU		3633281	\$50.00	\$0.00	<u>NET AMOUNT</u> \$50.0
ach at Perforation Before Depositing Check		TOTALS:	\$50.00	\$0.00	\$50.0



PAID Do 3/11/17

<u>COLUMBIA COUNTY, FLORIDA</u> SOLID WASTE COLLECTION FRANCHISE APPLICATION

Name of Applicant: Johnson : Sons Dompster : Crane Service LLC Address: <u>Main Office > 1045W accun street</u>, <u>Newborry</u>, FL 32669 Telephone No.: (353) 472-7707

Name of Applicant's Contact Person or Agent: Mac C. Johnson Address: P.O. Box 367 Newberry, FL 32669 Telephone No.: (352) 412-71

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

I. APPLICANT INFORMATION.

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

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

II. CONDITIONS OF FRANCHISE.

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

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

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

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

- C. <u>Disposal Site</u>: As a material consideration for the County approving Applicant's franchise, Applicant agrees all solid waste shall be hauled to and disposed of at a place or places to be provided and designated by Columbia County. Currently County charges \$52.00 per ton for each ton of Class I and \$37.00 for each ton of Class III solid waste collected in the County and disposed of at the Columbia County Landfill. Applicant agrees all solid waste shall be hauled to those sites or facilities as directed in writing by the County and disposed of at those facilities at the expense of the Franchisee, including tipping fees. Any solid waste hauled to the disposal site by Franchisee that is not generated in the County or otherwise approved by the County and not covered under the terms of the franchise agreement will be subject to the following penalties:
 - 1. \$1,000.00 for the first violation;
 - 2. \$5,000.00 for the second violation; and
 - 3. Loss of franchise for the third violation.
- D. <u>Competency of Franchisee</u>: The County shall require Franchisee to submit such additional information as the County may reasonably require to verify Applicant is adequately prepared to fulfill the franchise agreement. In determining whether the Applicant is adequately prepared, the County shall, as a minimum, consider the following:
 - 1. Applicant's collection vehicles and equipment are sufficient to provide adequate and reliable service.
 - 2. Applicant's roll-offs and other containers are adequately maintained and in proper condition, including signage, such as paint and information on the containers adequately identifying Applicant and contact information for the Applicant.
 - 3. Sufficient size and number of containers.
 - 4. That all vehicles and other equipment are properly licensed, tagged, identified, insured, and road-worthy.

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

III. TERM.

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

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

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

IV. NON-TRANSFER ABILITY.

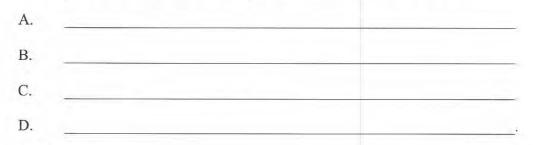
The franchise shall not be transferrable or assignable to any other person or entity without the express written consent of the County.

V. NON-EXCLUSIVE FRANCHISE.

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

VI. SOLID WASTE SERVICES AUTHORIZED.

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



VII. RATE.

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

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

Dated this 134h day of March , 2017. Applicant Dohnson & Sons Dompster & Crone Suc., LLC Signature of Applicant Print Name: Mac Johnson Title: Presidon-

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

Dated this 14 day of March, 2017.

COLUMBIA COUNTY, FLORIDA

By: <u>EffClos</u> County Representative Print Name: <u>ESTITER Limits</u> Title: <u>Office Manager</u>

Page 6 of 6

COLUMBIA COUNTY, FLORIDA SOLID WASTE COLLECTION FRANCHISE APPLICATION

SECTION VI - EXHIBIT A

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

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

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

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

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COLUMBIA COUNTY, FLORIDA SOLID WASTE COLLECTION FRANCHISE APPLICATION

Name of Applicant: <u>ENVIROWASTE</u> , LLC Address: <u>6897County Road 795</u> , Live Oak, FL 32060	
Telephone No.: 386-208-8677	
Name of Applicant's Contact Person or Agent: <u>Robert MacQueen</u> Address: 540 Douglas Ave., Altamonte Springs, FL 32714	_
Telephone No.: 407-788-1111	

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

I. APPLICANT INFORMATION. SEE ATTACHED DESCRIPTIONS FOR A - E

- A. Describe in detail the solid waste collection, hauling and/or disposal scope of services you are requesting to provide in Columbia County.
- B. Include an executive summary (limited to three single-spaced typewritten pages) providing a description of Applicant's ability to provide solid waste collection services in Columbia County.
- C. Provide written detail of the qualification of Applicant's operations and staff regarding solid waste collection, hauling and transporting.
- D. Provide a written summary of Applicant's business plan to include its methodology for collecting, hauling, and disposing of solid waste from the accounts serviced in Columbia County.
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- F. A list and description of Applicant's vehicles, tools and equipment which it owns or has available for use in its performance of solid waste collection, hauling and disposal within Columbia County. SEE ATTACHED VEHICLE LIST

Page 1 of 6

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

II. CONDITIONS OF FRANCHISE.

SEE ATTACHED CERTIFICATES OF INSURANCE

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

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

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VII. RATE.

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

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

March, 2017. Applicant: Joura Calabrese Dated this __15th __ day of ___ Signature of Applicant Print Name: <u>Datila Calabrese</u> Title: <u>Repetary</u>

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

Dated this 15 day of March , 2017.

COLUMBIA/COUNTY, FLORIDA BV: County Representative Print Name: Glanuitac Title: Tale Ent.

COLUMBIA COUNTY, FLORIDA SOLID WASTE COLLECTION FRANCHISE APPLICATION

SECTION VI - EXHIBIT A

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

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

1----

Applicant Information

- A. Our services will consist of the collection of solid waste and construction and demolition materials in a timely manner. We pride ourselves on the condition of our vehicles, providing timely needed services, and handling of all materials in the safest way to ensure it reaches the landfill.
- B. Our service will be conducted by trained professional drivers with Commercial Driver's Licenses. Our company has been in service for a number of years and has met all the requirements of servicing the customers' needs and removing the materials to the approved landfill.
- C. The company vehicles are parked on our site and well maintained through our preventive maintenance schedule. The site is run by Paul Ward, the company General Manager, who has more than 30 years experience in the industry. He has both landfill and transfer station experience. Our Sales Manager, Bob MacQueen, interacts with all customers and has accumulated 37 years of service in the Solid Waste and Recycling industry. He previously was the New Jersey State Manager for a solid waste company and was the General Manager of a 2000 ton per day transfer station in New York.
- D. Our business plan allows us the opportunity to collect, remove and dispose of all solid waste collection materials in accordance with all governmental regulations including at the local and state levels for all materials picked up in Columbia County and transported to approved landfills.
- E. Our list of references include the SGL project (I-4 Ultimate), Bill Moyer, Superintendant, who can be reached at 407-848-4084, which we currently have serviced for 2 years on the new Interstate 4 roll-off hauling and disposal job. Another reference is Ray Olmo, Director of Operations for Holiday Inn Resorts, where we have done roll-off and compactor work for the last 5 years. He can be reached at 407-387-7703.

ENVIROWASTE, LLC Vehicle List

Co. #	Year	Make/Model	Body Style	VIN
101	2006	MACK CV713	RO Galbreath	1M2AG11C56M028579
102	2007	MACK CV713	RO Galbreath	1M2AG11C37M060710
701	2005	PETERBUILT 357	CLAM SHELL	1NPAL00XX5N838662

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CERTIFICATE OF LIABILITY INSURANCE

KOCHS DATE (MM/DD/YYYY)

DISPINC-01

3/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).
CONTACT

PRODUCER Acentria, Inc - Ocala 2300 S.E. 17th St. Suite 102	CONTACT NAME: PHONE (A/C, No, Ext): (352) 390-8993 E-Mail ADDRESS:	
Ocala, FL 34471	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Everest Indemnity Ins Co	10851
INSURED Disposall Inc 540 Douglas Ave Altamonte Springs, FL 32714	INSURER B : Progressive Express Insurance Company	10193
	INSURER C: Lexington Insurance Company	19437
	INSURER D :	
	INSURER E :	
	INSURER F :	

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	CLAIMS-MADE X OCCUR	X EF4ML05970161		09/21/2016	09/21/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
		^				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
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	OTHER:	-				COMBINED SINGLE LIMIT	\$ 1.000.000
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	OWNED AUTOS ONLY X SCHEDULED					BODILY INJURY (Per accident)	\$
	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
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	EXCESS LIAB CLAIMS-MADE		027085398	05/01/2016	05/01/2017	AGGREGATE	\$ 2,000,000
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER OTH- STATUTE ER	
						E.L. EACH ACCIDENT	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$
A			EF4ML05970161	09/21/2016	09/21/2017	Each Incident	1,000,000
A	Pollution		EF4ML05970161	09/21/2016	09/21/2017	Aggregate	2,000,000

CERTIFICATE HOLDER

CANCELLATION

Columbia County, Florida, Board of County Commissioners PO Box 1529 Lake City, FL 32056 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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2017 Franchise Collection / Check Off Sheet for Renewal Applications / Money & Packet Confirmed

Enviro Waste

Packet:

\$\$ 50.00 ICK# # 3420 Received By: POS

Last updated 3.3.2017



COLUMBIA COUNTY, FLORIDA SOLID WASTE COLLECTION FRANCHISE APPLICATION
Name of Applicant: WILDM'D Containand Hambure Enterprises (LC Address: 1291 SE Baye Dr LAKE Ling PI 32025
Address: 201 SE Baye Dr LAKE Ling FI 32025
Telephone No.: 386 755-1060
Name of Applicant's Contact Person or Agent: <u>GANY</u> WISM Address: <u>3345 SE Courty Club Rel LA/Le City 19</u> 32025 Telephone No.: <u>386 623-2619</u>

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

I. APPLICANT INFORMATION.

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

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

II. CONDITIONS OF FRANCHISE.

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

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

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

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

- C. <u>Disposal Site</u>: As a material consideration for the County approving Applicant's franchise, Applicant agrees all solid waste shall be hauled to and disposed of at a place or places to be provided and designated by Columbia County. Currently County charges \$52.00 per ton for each ton of Class I and \$37.00 for each ton of Class III solid waste collected in the County and disposed of at the Columbia County Landfill. Applicant agrees all solid waste shall be hauled to those sites or facilities as directed in writing by the County and disposed of at those facilities at the expense of the Franchisee, including tipping fees. Any solid waste hauled to the disposal site by Franchisee that is not generated in the County or otherwise approved by the County and not covered under the terms of the franchise agreement will be subject to the following penalties:
 - 1. \$1,000.00 for the first violation;
 - 2. \$5,000.00 for the second violation; and
 - 3. Loss of franchise for the third violation.
- D. <u>Competency of Franchisee</u>: The County shall require Franchisee to submit such additional information as the County may reasonably require to verify Applicant is adequately prepared to fulfill the franchise agreement. In determining whether the Applicant is adequately prepared, the County shall, as a minimum, consider the following:
 - 1. Applicant's collection vehicles and equipment are sufficient to provide adequate and reliable service.
 - 2. Applicant's roll-offs and other containers are adequately maintained and in proper condition, including signage, such as paint and information on the containers adequately identifying Applicant and contact information for the Applicant.
 - 3. Sufficient size and number of containers.
 - 4. That all vehicles and other equipment are properly licensed, tagged, identified, insured, and road-worthy.

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

III. TERM.

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

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

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

IV. NON-TRANSFER ABILITY.

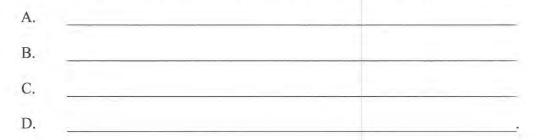
The franchise shall not be transferrable or assignable to any other person or entity without the express written consent of the County.

V. NON-EXCLUSIVE FRANCHISE.

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

VI. SOLID WASTE SERVICES AUTHORIZED.

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



VII. RATE.

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

COLUMBIA COUNTY, FLORIDA SOLID WASTE COLLECTION FRANCHISE APPLICATION

SECTION VI - EXHIBIT A

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

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

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

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

Dated this 12th day of MArch .20 17. Applicant: John G Wilson Hambare Enferprises Signature of Applicant Print Name: John G Title: OUNA

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

Dated this 2nd day of March , 2017.

COLUMBIA, COUNTY, FLORIDA Bv County Representativ Title: Look ice a

Page 6 of 6

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/10/2016

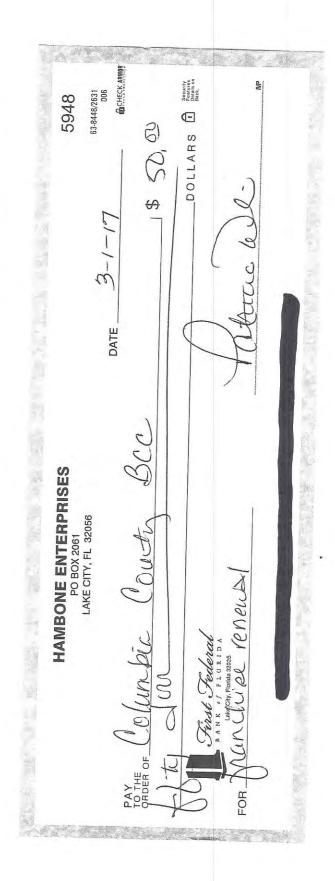
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	700 Central Ave, Suite 50	00			(A/C, No	, Ext):	727-520-7676	0 X 3 (A/C, No):	7	27-525-3862
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<u>COLUMBIA COUNTY, FLORIDA</u> SOLID WASTE COLLECTION FRANCHISE APPLICATION

Norris Containers, LLC	
3593 158th St, Wellborn, FL 32094	
386-963-5112	
	3593 158th St, Wellborn, FL 32094

Name of Applicant	s Contact Person or Agent: Billy Norris
Address:	3593 158th St, Wellborn, FL 32094
Telephone No.:	386-623-0504

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

I. APPLICANT INFORMATION.

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

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

II. CONDITIONS OF FRANCHISE.

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

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

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

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

- C. <u>Disposal Site</u>: As a material consideration for the County approving Applicant's franchise, Applicant agrees all solid waste shall be hauled to and disposed of at a place or places to be provided and designated by Columbia County. Currently County charges \$52.00 per ton for each ton of Class I and \$37.00 for each ton of Class III solid waste collected in the County and disposed of at the Columbia County Landfill. Applicant agrees all solid waste shall be hauled to those sites or facilities as directed in writing by the County and disposed of at those facilities at the expense of the Franchisee, including tipping fees. Any solid waste hauled to the disposal site by Franchisee that is not generated in the County or otherwise approved by the County and not covered under the terms of the franchise agreement will be subject to the following penalties:
 - 1. \$1,000.00 for the first violation;
 - 2. \$5,000.00 for the second violation; and
 - 3. Loss of franchise for the third violation.
- D. <u>Competency of Franchisee</u>: The County shall require Franchisee to submit such additional information as the County may reasonably require to verify Applicant is adequately prepared to fulfill the franchise agreement. In determining whether the Applicant is adequately prepared, the County shall, as a minimum, consider the following:
 - 1. Applicant's collection vehicles and equipment are sufficient to provide adequate and reliable service.
 - 2. Applicant's roll-offs and other containers are adequately maintained and in proper condition, including signage, such as paint and information on the containers adequately identifying Applicant and contact information for the Applicant.
 - 3. Sufficient size and number of containers.

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4. That all vehicles and other equipment are properly licensed, tagged, identified, insured, and road-worthy.

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

III. TERM.

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

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

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

IV. NON-TRANSFER ABILITY.

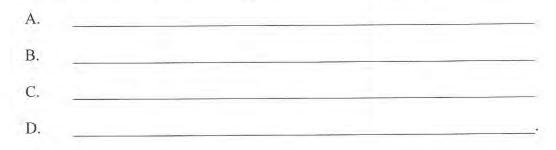
The franchise shall not be transferrable or assignable to any other person or entity without the express written consent of the County.

V. NON-EXCLUSIVE FRANCHISE.

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

VI. SOLID WASTE SERVICES AUTHORIZED.

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



VII. RATE.

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

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

Dated this <u>9th</u> day of <u>March</u>, 20<u>17</u>.

Applicant: Norris Containers, LLC Signature of Applicant Print Name: William L Norris, Jr

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

Title: Owner

Dated this 10th day of March, 2017.

COLUMBIA COUNTY, FLORIDA Bv County Repre Print Name: enn Title:

Page 6 of 6

COLUMBIA COUNTY, FLORIDA SOLID WASTE COLLECTION FRANCHISE APPLICATION

SECTION VI - EXHIBIT A

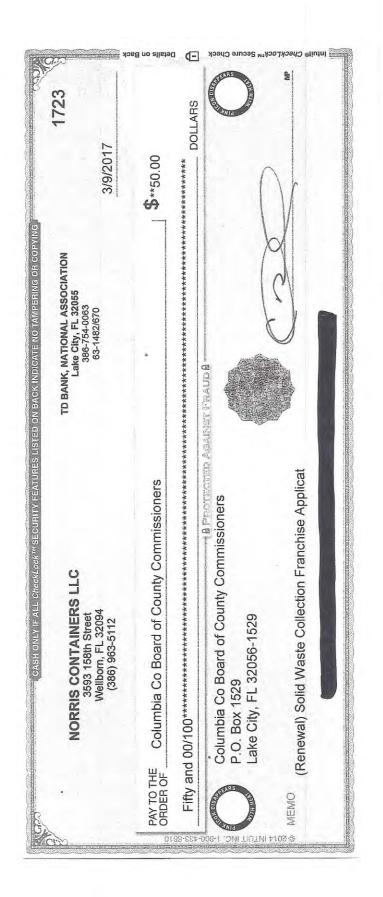
All solid waste not included under the exclusive Franchise Solid Waste Agreement granted Veolia ES Solid Waste Southeast, Inc. dated September 1, 2011. This Franchise includes construction and demolition debris resulting from temporary or single construction projects requiring a temporary roll-off service.

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

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

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ACORD C	ER'	TIF	ICATE OF LIA	BILIT	Y INS	JRANC	E	DATE	OP ID: LS
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	URA	NCE	R NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTEND	OR ALTI	ER THE CO	VERAGE AFFORDED	TE HOI	POLICIES
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Suwannee Insurance Agency, Inc 720 Ohio Ave. N.				PHONE	xt): 386-36	4-3763	FAX IAIC No.	386-3	64-3768
ive Oak, FL 32064-1858				E-MAIL ADDRESS:	lisa@su	wanneeins	urance.com	·	
lisa M. Stephens					INS	URER(S) AFFOR	IDING COVERAGE		NAJC #
				INSURER A	:Endura	nce Americ	an Specialty	1	
NSURED Norris Containers, LLC 3593 158th St				INSURER E	3:				-
Wellborn, FL 32094				INSURER C					
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							PERSONAL & ADV INJURY	5	2,000,00
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X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	2,000,00
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P.O. Box 1529	а				ED REPRESE				
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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	B Date:	March 31, 2017		Meeting Date	April 20, 2017
Name:	Glenn	Hunter		Department:	Economic Development Department
Divisior	n Manag	ger's Signature:	Sa		

1. Nature and purpose of agenda item:

Lease agreement and addendum for copier equipment, as approved by BOCC on 1/5/17 - 60 months @ \$118.65 per month.

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

2. Fiscal impact on current budget.

Is this a budgeted item?		N/A			
	X	Yes Account No.	304-2000-552.30-44		
		No Please list the proposed budget amendment to fund th request			
Budget Amendment Number:	:		Fund:		

FROM:

TO:

AMOUNT:

For Use of County Manger Only:

Consent Item

Discussion Item

BOARD OF COUNTY COMMISSIONERS

COLUMBIA COUNTY

MEMORANDUM

DATE: March 31, 2017

TO: Ben Scott, County Manager

Glenn Hunter, Director Economic Development Shern J. Shurter R:

RE: Leased Copier Agreement w/ Addendum

The Board of County Commissioners approved a request on January 5, 2017 by the Economic Development Department to upgrade the copier equipment used in the office located at 259 NE Franklin Street, Suite 101.

MOS/McCrimon's Office systems order form was signed by Commissioner Ronald Williams on January 6, 2017. The copier equipment was installed on January 11, 2017 and is functioning properly. The lease agreement and addendum requires a signature.

The agreement is per the Board approval of 60 months at a fee of \$ 118.65 per month.

We request this item on the agenda for the next regularly scheduled Board of County Commissioner meeting on April 20, 2017.

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

GreatAmerica

AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION 625 FIRST STREET SE, CEDAR RAPIDS IA 52401 PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.: 1212104

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Columbia County Board of Commissioners DBA Columbia County Economic Development Department Lake City, FL 32055-2983 ADDRESS

259 NE Franklin St Ste 101

VENDOR (VENDOR IS NOT OWNER'S AGENT NOR IS VENDOR AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS AGREEMENT) McCrimon's Office Systems, Inc

Gainesville, FL

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

1 Lanier MP C2503 System

Image: Image:

TERM IN MONTHS: 60

П

MONTHLY PAYMENT AMOUNT*: \$118.65

PURCHASE OPTION: Fair Market Value

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to pay your Vendor for the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT AND REMEDIES. If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC

MISCELLANEOUS. This Agreement is the entire agreement between you and us and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. Any change must be in writing signed by each party.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Àgréement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if and to the extent that state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

and paragraph shall only apply it, and to the extent that, state haw precidees yet	a non chicking into the Agreement in the Agreeme	shi constituces a mata year unconditional payment obligation.
OWNER ("WE", "US", "OUR")	CUSTOM	IER'S AUTHORIZED SIGNATURE
THIS AGREEMENT IS NON-CANCELABLE FOR THE FU	LL AGREEMENT TERM. THIS AGREEME	ENT IS BINDING WHEN WE FUND VENDOR FOR THE EQUIPMENT.
OWNER: GreatAmerica Financial Services Corpor	customer:	: (As Stated Above) □ □
	IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	X
PRINT NAME & TITLE:	PRINT NAME	E & TITLE:
CERTIFICATE OF DELIVERY AND ACCEPTANO	CE	
The Customer hereby certifies that all the Equipment: 1) has been receive	d, installed, and inspected, and 2) is fully operative	rational and unconditionally accepted.

The Customer hereby certilles that all the Equipment. T	(nas been received, installed, and inspected, and z) is fully operational and unconditionally accepted.	
SIGNATURE: X	NAME AND TITLE:	DATE:

(*PLUS TAX)





111 Court Street P.O. Box B Live Oak, FL 32064 386-362-2171 386-362-3204 (fax)

9993 100th Place Live Oak, FL **32060** 386-362-3561 (fax)

100 SW 75th Street Suite 105 Gainesville, FL 32607 352-376-7372 352-376-7487 (fax)

363 SW Baya Dr Lake City, FL **32055** 386-755-2822 386-755-9150 (fax)

Ocala, FL 34470 352-624-0565 352-624-0860 (fax) March 30, 2017

RE: Lease Number 1212104 located at:

Columbia County Economic Development Department 259 NE Franklin St Ste 101 Lake City, FL 32055-2983

MOS / McCrimon's Office System will pick up, prepare for shipment and ship back the copier:

Lanier MP-C2503 SN: G756RA10696

at **NO COST** to Columbia County IDA, AFTER customer satisfies all terms of the agreement (except paying for shipment) and get return instructions from Great America Leasing. MOS will assist in any way possible but the return cannot happen and MOS will not take possession of equipment until return instructions are received.

MOS / McCrimon's Office Systems appreciates your business!



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: April 6, 2017	Meeting Date: April 20, 2017
Name: Lisa Roberts	Department: Human Resources
Division Manager's Signature:	Sh

1. Nature and purpose of agenda item:

Human Resources - Unpaid Leave Request - Jordan Hoffman

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

2. Fiscal impact on current budget.

Is this a budgeted item?	X	N/A
		Yes Account No.
		No Please list the proposed budget amendment to fund this request
Budget Amendment Number:	:	Fund:

FROM:

TO:

AMOUNT:

For Use of County Manger Only:

Consent Item

Discussion Item

BOARD OF COUNTY COMMISSIONERS . COLUMBIA COUNTY

MEMORANDUM

то:	Board of County Commissioners
FROM:	Lisa K.B. Roberts, Human Resources Director
DATE:	April 5, 2017

SUBJECT: Unpaid Leave Request – Jordan Hoffman

On 12/11/2013 Mr. Jordan Hoffman was hired by Columbia County as a full-time firefighter at the Columbia County Fire Rescue Department. On 12/23/16 Mr. Hoffman became ill and utilized sick, annual and donated leave. Mr. Hoffman was placed on Family and Medical Leave effective January 4, 2017 through March 29, 2017 for his own serious health condition. He was still unable to return to work; therefore, in accordance with Columbia County Personnel Policies and Procedures Manual, Chapter 24-Unpaid Leave, the Department Head granted unpaid leave not to exceed 30 days (3/29/2017 through 4/29/2017). Unpaid leave is granted as a reasonable accommodation in accordance with the Americans with Disabilities Act.

Request for leave without pay in excess of thirty (30) days must be made in writing to the Board of County Commissioners at least five (5) days prior to the next Board meeting before the starting date of such leave. Mr. Hoffman has requested the Board consider additional unpaid leave from 4/30/2017 through 5/11/2017 due to his medical condition in accordance with the Americans with Disabilities Act and the Columbia County Personnel Policies and Procedures Manual, Chapter 24-Unpaid Leave.

Your consideration of this request is greatly appreciated.

XC: Jordan Hoffman Employee File

BOARD MEETS FIRST THURSDAY AT 5:30 P.M. AND THIRD THURSDAY AT 5:30 P.M. March 31, 2017 Columbia County Board of Commissioners 135 NE Hernando Ave. Lake City, FL 32055

Ref: Extended Leave Request

To Whom it May Concern:

I, Jordon Hoffman, am currently employed by Columbia County as a Firefighter. I have been on extended leave for illness since December 23, 2016. At this point, I have exhausted my FMLA leave time and have been granted another 30 days by my Department Head. According to my doctor, I will be able to return to work on May 11, 2017.

I am requesting the Board of County Commissioners to grant a leave of absence without pay in excess of (30) thirty days from 4/30/2017 through 5/11/2017 in accordance with Columbia County Personnel Policies and Procedures, Chapter 24- Unpaid Leave.

Please contact me if you have any questions.

Sincerely,

Jordon Hoffman



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: April 12, 2017	Meeting Date:	April 20, 2017
Name: Kevin Kirby	Department:	Public Works Department
Division Manager's Signature:		
1. Nature and purpose of agenda item:		

Permission to perform drainage project

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

2. Fiscal impact on current budget.

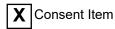
Is this a budgeted item?		N/A			
	X	Yes Account No.	10142305413053		
		No Please list the p request	-		
Budget Amendment Number	:		Fund:		

FROM:

TO:

AMOUNT:

For Use of County Manger Only:



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

BOARD OF COUNTY COMMISSIONERS . COLUMBIA COUNTY

Memo

Date: April 12, 2017

To: Ben Scott, County Manager

From: Kevin Kirby, Assistant County Manager /

RE: Drainage issue @ CR 242

During the rain event of April 3, 2017, a substantial amount of erosion occurred between 130 and 152 SW Burnett Lane. The erosion was caused by the runoff being collected from CR 242, SW Yolanda and SW Burnett. The drainage flow is from North to South towards Clay Hole Creek. This is an older unrecorded subdivision with no drainage easements.

The property owners have indicated they would be willing to donate property for a drainage easement to correct the problem.

Installation of asphalt curt, type C inlet, 200 LF of 24" pipe and an erosion pad will need to be installed. The preliminary materials cost estimate is \$5,000+. Labor will be provided by Public Works employees.

I am requesting permission to proceed with this project.











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Today's Date: April 4, 2017		Meeting Date:		
Name: Kevin Kirby		Department:	Public Works Department	
Division Manager's Signature:	14-12			

1. Nature and purpose of agenda item:

Utility permit from Clay Electric for the purpose Installing power pole and underground line on Montana Street.

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

2. Fiscal impact on current budget.

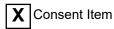
Is this a budgeted item?		N/A
		Yes Account No.
		No Please list the proposed budget amendment to fund this request
Budget Amendment Numbe	r:	Fund:

FROM:

TO:

AMOUNT:

For Use of County Manger Only:



COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS UTILITY PERMIT

Date: <u>3/24/2017</u> Permit No. <u>County Road</u> <u>Central Terr</u> Section No. <u>Permittee</u> Clay Electric Cooperative, Inc.	
Address PO Box 308 Keystone Heights, FL Telephone Number 352-473-8000 x8428	
Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and maintain	
install power pole + underground line	
Central Terrace	
FROM: 1300' north of Montana St TO: 1500' north of Montana St	
Submitted for the Utility Owner by: Chris Bryan, Manager of T&D Engineering Typed Name & Title Signature Date	3/24/
 Permittee declares that prior to filing this application it has determined the location of all existing utilities, both herial and underground and the accurate locations are shown on the plans attached hereto and made a part of this application. Proposed work is within corporate limits of Municipality: YES () NO (^X). If YES: LAKE CITY) FORT WHITE (). A letter of notification was mailed on to the following utility owners 	
Windstream	
. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and	

The PERMITTEE's employee responsible for Maintenance of Traffic is Mark Townsend

Telephone Number 352-473-8000 x8306 (This name may be provided at the time of the 24 hour notice to starting work.)

3. This PERMITTEE shall commence actual construction in good faith within $_60$ days after issuance of permit, and shall be completed within $_30$ days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

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

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

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

Utilities Permit Page Two Revised: 8/17/00

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

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

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

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

10. Should the PERMITTEE be desirous of keeping its utilities in place and out of service, the PERMITTEE, by execution of this permit acknowledges its present and continuing ownership of its utilities located between

and ______ within the County's right of way as set forth above. PERMITTEE, as its sole expense, shall promptly remove said out of service utilities whenever Columbia County Public Works Director and/or County Engineer determines said removal is in the public interest.

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

12. Additional Stipulations:

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

Submitted By: Clay Electric Cooperative, Inc.

Signature and Title T's D Engineering

Place Corporate Seal

Attested

Utilities Permit Page three Revised: 8/17/00

Recommended for Approval: Signature: 6 ASS County MADRCAR Title: Date:

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

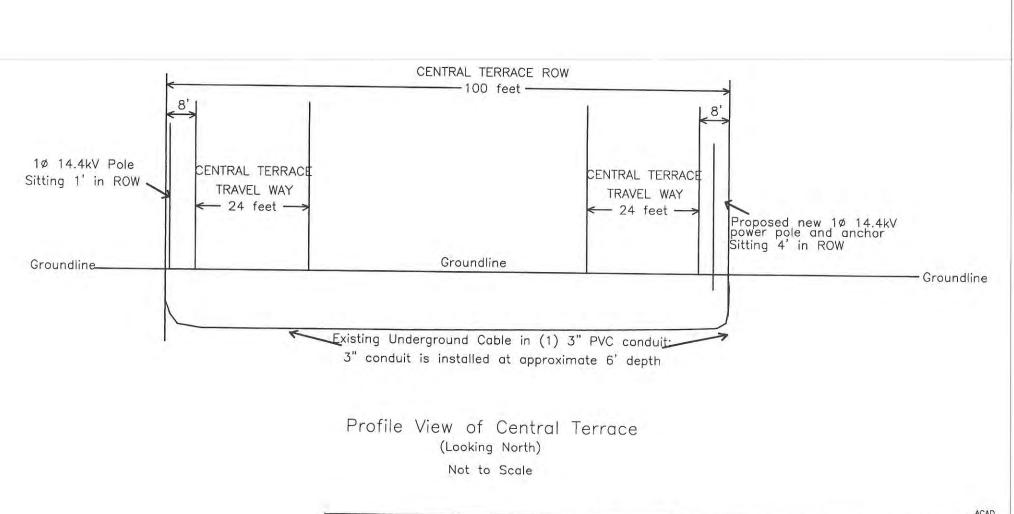
presid 4-6-17

YES () NO ()

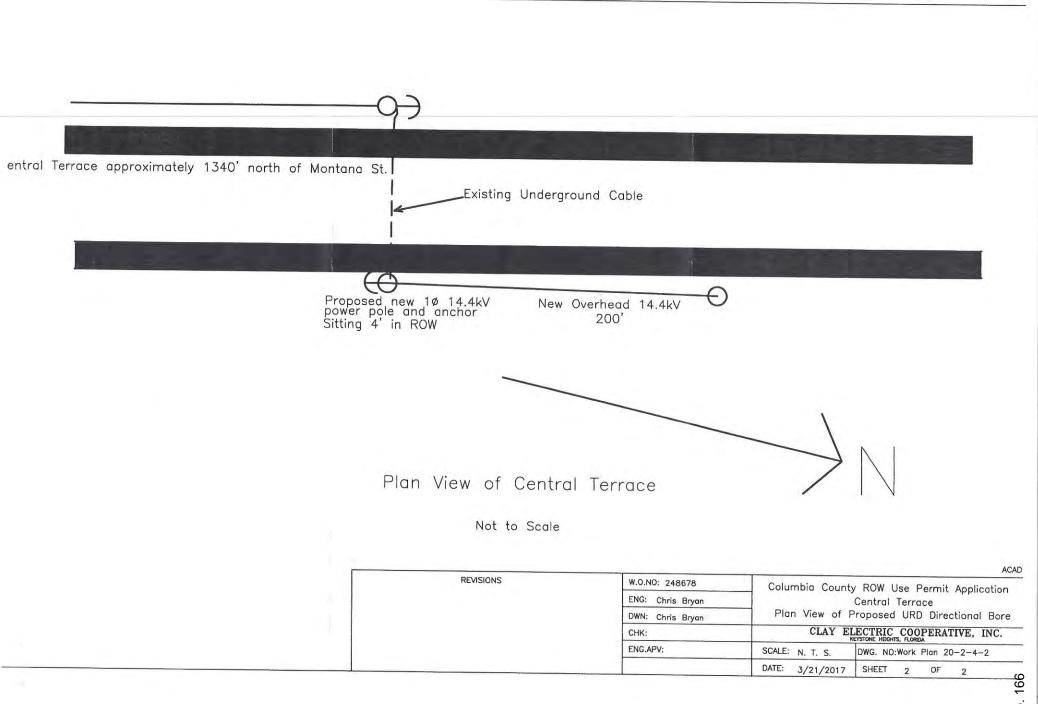
Date Approved:

Chairman's Signature:

р. 164



REVISIONS	W.O.NO: 248678	Columbia County ROW Use Permit Application	
	ENG: Chris Bryan		Central Terrace
	DWN: Chris Bryan	Profile View of	Proposed URD Directional Bore
	СНК:	CLAY ELECTRIC COOPERATIVE, INC.	
	ENG.APV:	and the second se	DWG. NO:Work Plan 20-2-4-2
		DATE: 3/21/2017	SHEET 1 OF 2



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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: April 7, 2017		Meeting Date:	April 20, 2017	
Name: Kevin Kirby		Department:	Public Works Department	
Division Manager's Signature:	14-12			

1. Nature and purpose of agenda item:

Utility permit from Florida Power and Light for the purpose of replacing existing wood pole with proposed wood, install proposed concrete pole, and install 1 AFS.

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

2. Fiscal impact on current budget.

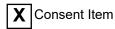
Is this a budgeted item?	X	N/A
		Yes Account No.
		No Please list the proposed budget amendment to fund this request
Budget Amendment Number:		Fund:

FROM:

TO:

AMOUNT:

For Use of County Manger Only:



COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS UTILITY PERMIT

Date: 3/30/17	_ Permit No	County Road	Section No	
Permittee Floric	la Power & Light			
Address 9001 Ell	is Rd., Melbourne,	FL 32904 Tel	ephone Number <u>321-726-4</u>	1804
maintain Repla	sion from Columbia Co ce existing wood p ll 1 AFS located at 1	ounty, Florida, hereinafter call ole with proposed wood, Pinemount Rd.	ed the County, to contract, o install proposed concre	perate and ete pole, &
			0	
Submitted for the U	Jtility Owner by: Vale Typed	rie Slyter-Prmt Admn. Vole Name & Title	rie Alyter Signature	<u>3/30/17</u> Date
() FORT WHITI owners	E(). A letter of noti	orate limits of Municipality: YI ification was mailed on irector shall be notified twenty	to the follo	owing utility
again immediately	upon completion of wo	ork. The Public Works Direct	or is	
located at		e for Maintenance of Traffic i ne Number	Telephone Number	
The PERMITTEE'	s employee responsibl	le for Maintenance of Traffic i	\$(771.:	1
at the time of the 243. This PERMITTE and shall be complete from date of permit	EE shall commence act eted within <u>180</u> days approval, then PERMI	g work.) g work.) after permitted work has begu TTEE must review the permit courred in the transportation fa	withindays after issuan n. If the beginning date is m with the Columbia County P	nce of permit, nore than 60 days ublic Works
4. The constructior PERMITTEE.	1 and maintenance of s	such utility shall not interfere v	with the property and rights of	of a prior
		it is a license for permissive us all not operate to create or ves		

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

Utilities Permit Page Two Revised: 8/17/00

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

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

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

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

10. Should the PERMITTEE be desirous of keeping its utilities in place and out of service, the PERMITTEE, by execution of this permit acknowledges its present and continuing ownership of its utilities located between

and

County's right of way as set forth above. PERMITTEE, as its sole expense, shall promptly remove said out of service utilities whenever Columbia County Public Works Director and/or County Engineer determines said removal is in the public interest.

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

12. Additional Stipulations:

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

Submitted By:	Valerie Slyter
Pe	ermittee 0
16	lerie MytrePermit Admin.
Sig	gnature and Title

Place Corporate Seal

within the

Attested

Page three	
Revised: 8/1	7/00
Recommend	led for Approval:
Signature:	164
Title:	AJJ Correy MANXKSSL
Date:	04.66.27

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

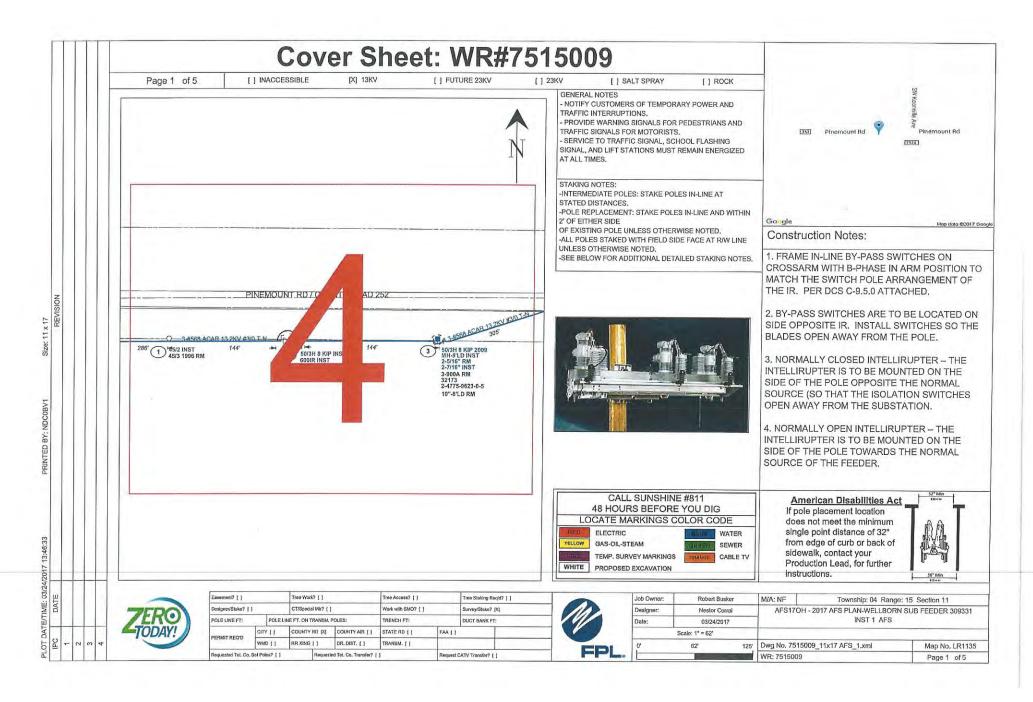
YES () NO ()

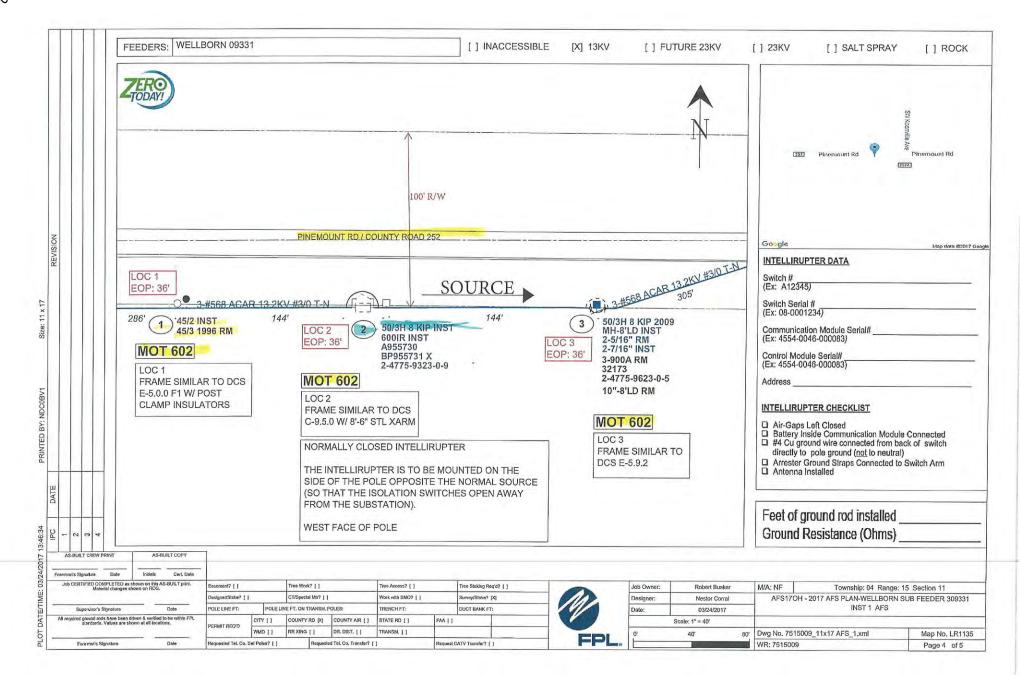
Date Approved:

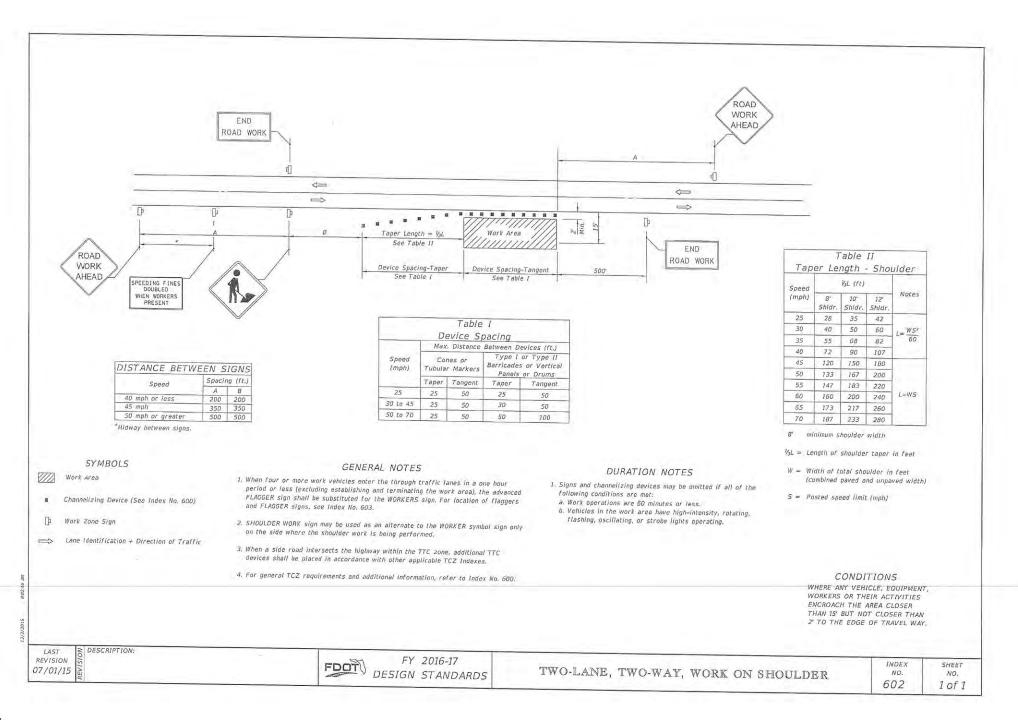
Utilities Permit

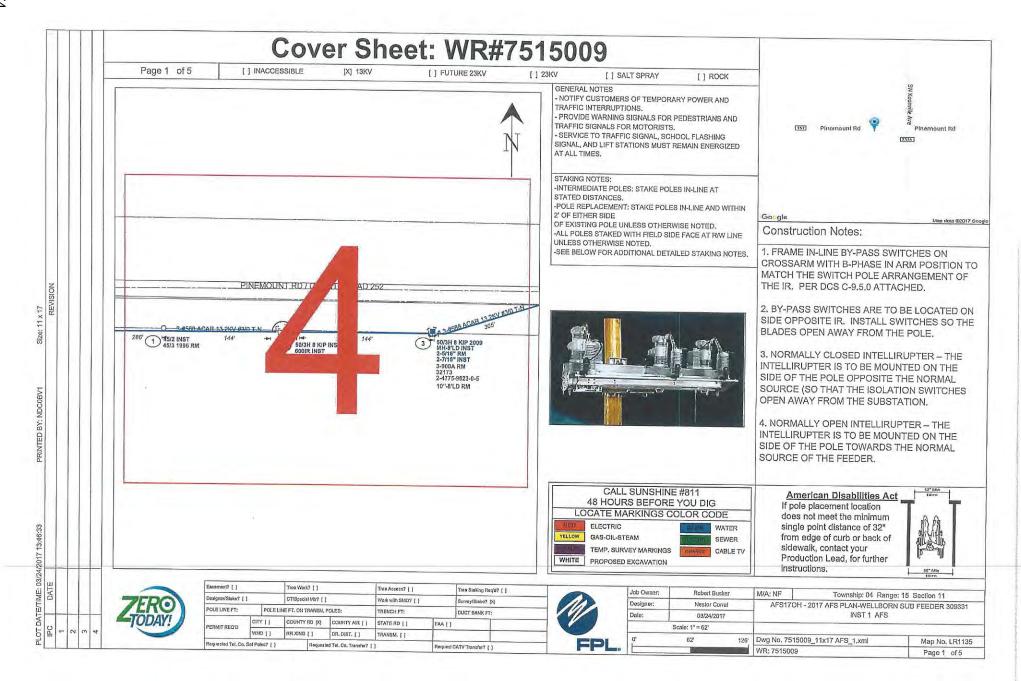
Chairman's Signature:

weed . 3. 17



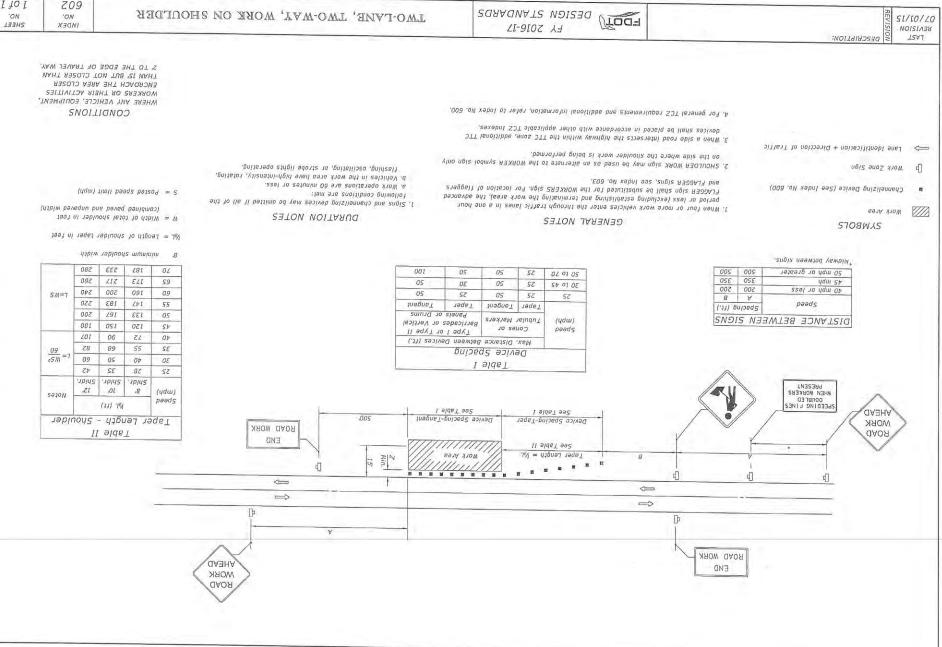






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				100' R/V	Υ			<u>N</u>	12321 Pinomotoni Rd Ϋ	Pinemaunt Rd
			PINEMOUNT,RD / COL							
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The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia 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: April 4, 2017 Name: Kevin Kirby		Meeting Date:	April 20, 2017	
		Department:	Public Works Department	
Division Manager's Signature:	1h-12			

1. Nature and purpose of agenda item:

Utility permit from City of Lake City for the purpose of extending c-900 12" blue water line approximately 3000 down Business Point Dr.

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

2. Fiscal impact on current budget.

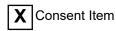
Is this a budgeted item?	X	N/A
		Yes Account No.
		No Please list the proposed budget amendment to fund this request
Budget Amendment Number:		Fund:

FROM:

TO:

AMOUNT:

For Use of County Manger Only:



COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS UTILITY PERMIT

Date: 3/28/2017 Permit No.	County Road Business Point Dr. Section No. 24-4S-16
Permittee City of Lake City	
Address 692 SW St. Margaret's St., Lake City, FL. 32	2025 Telephone Number <u>386-719-5815</u>
Requesting permission from Columbia Co	ounty, Florida, hereinafter called the County, to contract, operate and er line approximately 3000'+/- down Business Point Dr.
from SITEL to SW Packard St., installing a fire hydrant an	d a gate valve every 1000'.
FROM: Business Point Dr. (at SITEL)	TO: SW. Packard St.
Submitted for the Utility Owner by:	Jyal, Exec. Dir. of Utilities
	lame & Title Signature Date
() FORT WHITE (). A letter of notif owners	orate limits of Municipality: YES () NO (). If YES: LAKE CITY Traction was mailed on 3/28/2017 to the following utility
ocated at 533 NW Quinten St., Lake Cit	rector shall be notified twenty-four (24) hours prior to starting work and rk. The Public Works Director is Kevin Kirby ty, FL. Telephone Number 386-719-1019
The PERMITTEE's employee responsible	for Maintenance of Traffic is Kevin Parlotti
t the time of the 24 hour notice to starting	e Number <u>386-758-5456</u> (This name may be provided work.)
rom date of permit approval, then PERMIT	al construction in good faith within $\underline{90}$ days after issuance of permit, fter permitted work has begun. If the beginning date is more than 60 days TEE must review the permit with the Columbia County Public Works urred in the transportation facility that would affect the permitted
. The construction and maintenance of suc ERMITTEE.	ch utility shall not interfere with the property and rights of a prior
. It is expressly stipulated that this permit i ublic property pursuant to this permit shall	is a license for permissive use only and that the placing of utilities upon I not operate to create or vest any property right in said holder.
s determined by the Columbia County Publ	Statutes, whenever necessary for the construction, repair, improvement, teration or relocation of all, or any portion of said transportation facility ic Works Director and/or County Engineer, any or all utilities and e immediately removed from said transportation facility or reset or

Utilities Permit Page Two Revised: 8/17/00

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

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

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

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

 10. Should the PERMITTEE be desirous of keeping its utilities in place and out of service, the PERMITTEE, by execution of this permit acknowledges its present and continuing ownership of its utilities located between Business Point Dr.

 and SW Packard St.
 within the County's right of way as set forth above. PERMITTEE, as its sole expense, shall promptly remove said out of service utilities whenever Columbia County Public Works Director and/or County Engineer determines said removal is in the public interest.

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

12. Additional Stipulations:

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

Submitted By: Paul Dyal, Exec. Dir. of Utilities

Permittee

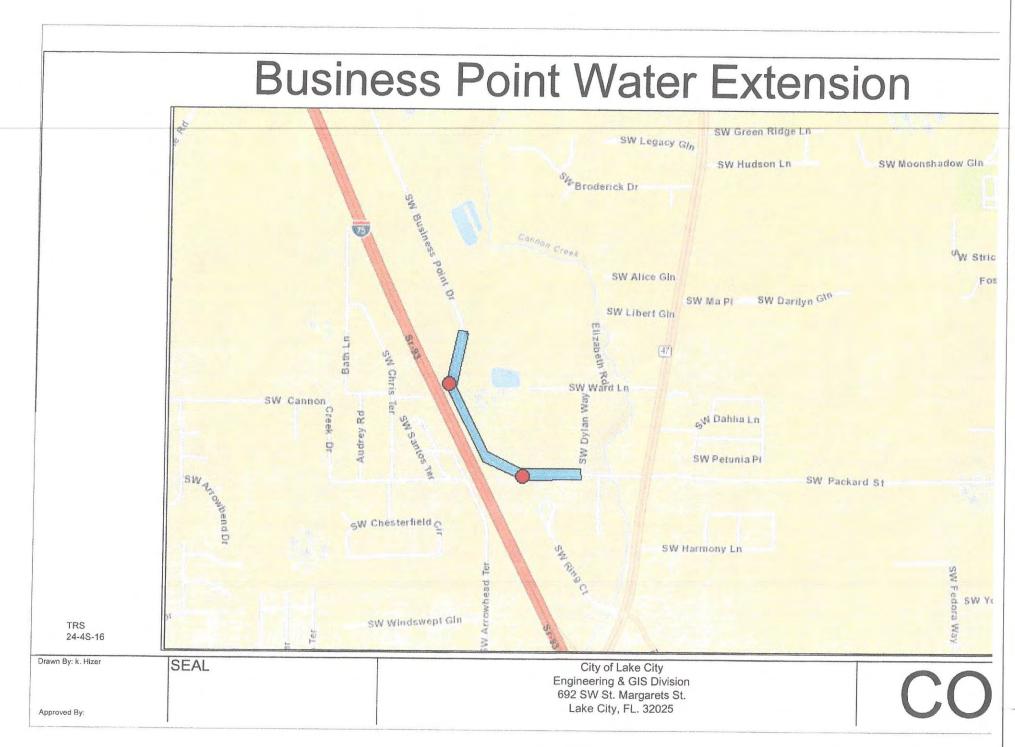
Exer. Dir of Utilities Signature and Title

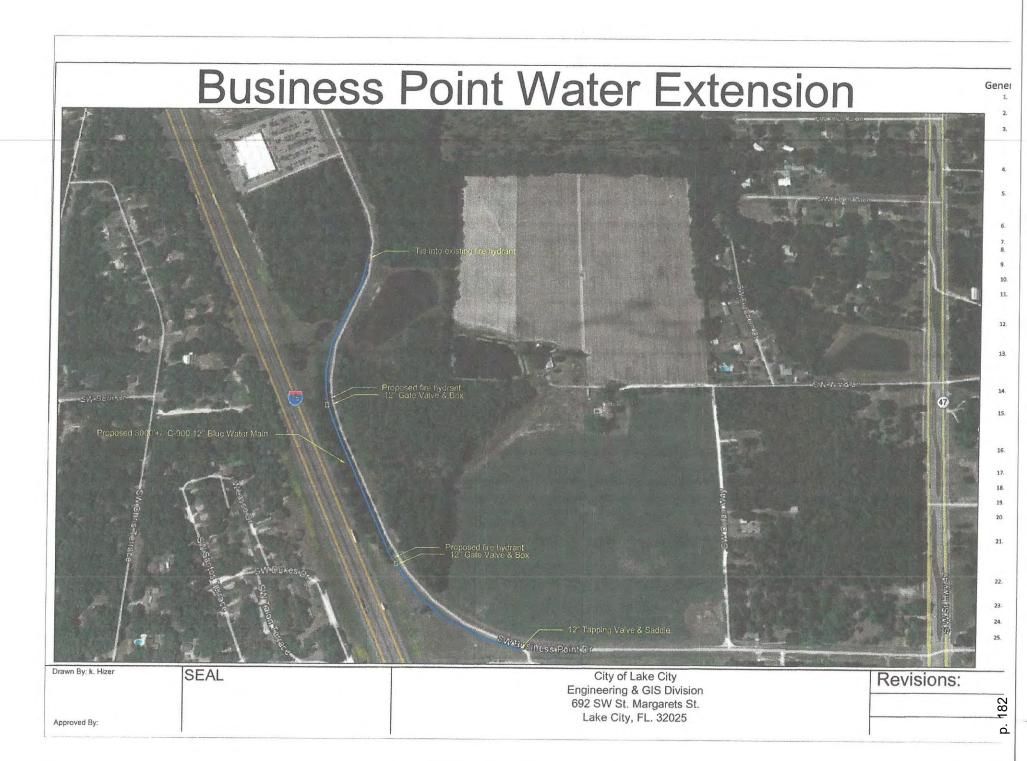
Place Corporate Seal

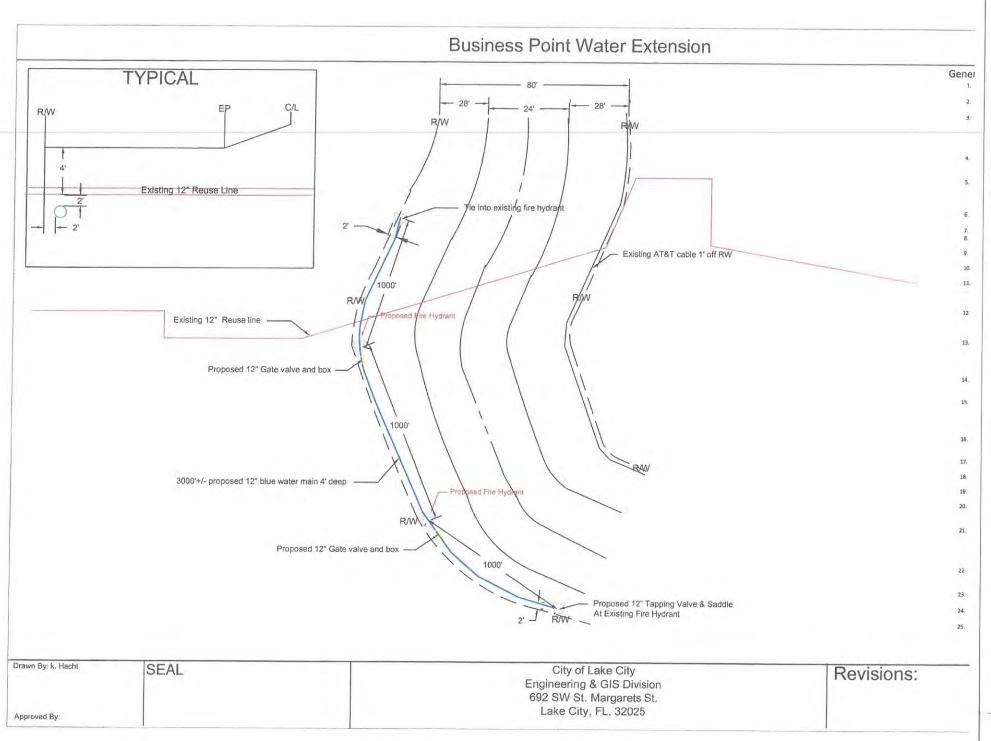
Attested

3/28/2017

Utilities Permit	
Page three	
Revised: 8/17/00	
Recommended for Approval:	
Signature:	
Title: ASS County MAN	ACEL
Date: 09-04-17	
Approval by Board of County Commissioners, Columbi YES () NO ()	a County, Florida:
Date Approved:	
Chairman's Signature:	
	Jead 4-6-17
	herd







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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: April 4, 2017		Meeting Date: April 20, 2017			
Name:	Kevin Kirby		Department:	Public Works Department	
Divisio	n Manager's Signature: _	14-12			
4 Natur		.			

1. Nature and purpose of agenda item:

Approval of contract with FDOC for 3 inmate work crews.

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

2. Fiscal impact on current budget.

Is this a budgeted item?		N/A		
	X	Yes Account No.	10142805413034	
		No Please list the p request	roposed budget amendment to fund this	-
Budget Amendment Number:	-		Fund:	

FROM:

TO:

AMOUNT:

6

For Use of County Manger Only:

Consent Item

Discussion Item

BOARD OF COUNTY COMMISSIONERS . COLUMBIA COUNTY

Memo

Date:April 6, 2017To:Ben Scott, County ManagerFrom:Kevin Kirby, Assistant County ManagerRE:Florida Department of Corrections Contract Renewal

Attached please find a draft of the renewal contract in the amount of \$172,491.00 for (3) inmate crews provided by the Florida Department of Corrections for 10-25-17 through 10-24-18. Once the contract is signed and returned it will be converted to final copy and signed by FDOC. A fully executed copy will then be returned to Columbia County Board of County Commissioners.

If you should need any additional information, please contact me.

Thank you.

CONTRACT BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

COLUMBIA COUNTY, BOARD OF COUNTY COMMISSIONERS

This Contract is between the Florida Department of Corrections ("Department") and the Columbia County, Board of County Commissioners ("Agency"), which are the parties hereto.

WITNESSETH

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes (F.S.), and Rules 33-601.201 and 33-601.202, Florida Administrative Code (F.A.C.), provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS, the Columbia County, Board of County Commissioners is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

A. <u>Contract Term</u>

This Contract shall begin on October 25, 2017, or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year from the last date of signature by all parties or October 24, 2018, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. <u>Contract Renewal</u>

This Contract may be renewed for up to a one (1) year period, in whole or part, after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than 60 days prior to the Contract expiration.

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II. SCOPE OF CONTRACT

A. <u>Administrative Functions</u>

- 1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
- 2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
- 3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. <u>Description of Services</u>

- 1. <u>Responsibilities of the Department</u>
 - a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for *three (3)* work squads of up to *six (6)* inmates each.
 - b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) business days.
 - c. For security and other reasons, the Department shall keep physical custody of the vehicle furnished by the Agency. Unless otherwise specified, the Agency shall maintain physical custody of all Agency trailers and all tools, equipment, supplies, materials, and personal work items (gloves, boots, hard hats, etc.) furnished to the Department by the Agency. The Agency is responsible for the maintenance of all furnished equipment.
 - d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
 - e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A. Once the Agency reimburses the Department for the costs reflected on Addendum A, Section II., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- 1. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.
- 2. Responsibilities of the Agency
 - a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
 - b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
 - c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.
 - d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools, and equipment belonging to the Agency.
 - e. The Agency shall provide vehicles for transportation of the work squads and is responsible for the maintenance of said vehicle.

3. Communications Equipment

It is the intent of this Contract that the work squad maintains communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Department's Contract Manager in writing prior to assignment of the work squad. Depending upon the method of communication provided, the Department's Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Security Operations to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency, that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency, that are or that will be programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the Correctional Work Squad Officer as either a primary or secondary means of communication as approved by the Department's Contract Manager. The Department's Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and, upon the end or termination of this Contract, returned to the Agency.

The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Department's Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract, and shall notify the Agency if a trailer is necessary. The Department's Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer is required, it will be provided by the Agency at no cost to the Department. If the Department is to maintain control of the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. The Department shall maintain an inventory of all property, expendable and non-expendable, which is in the custody and control of the Department. Upon the end or termination of this Contract, the trailer and any non-expendable items will be returned to the Agency.

III. COMPENSATION

A. Payment to the Department

- 1. Total Operating Capital To Be Advanced By The Agency, as delineated in Section IV., of Addendum A, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the work squad.
- 2. Total Costs To Be Billed To The Agency By Contract, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.
- 3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) business days, the next or subsequent billing will be adjusted by the Department for services not provided.
- 4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
- 5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in **Addendum A**, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

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Master Document Revised 10/2016

Department of Corrections Bureau of Finance and Accounting Attn: Professional Accountant Supervisor Centerville Station Call Box 13600 Tallahassee, Florida 32317-3600

C. <u>Submission of Invoice(s)</u>

The name, address, and phone number of the Agency's official representative to whom invoices shall be submitted is:

Connie Brecheen Columbia County Public Works P. O. Box 969 Lake City, FL 32056 Telephone: (386) 719-7565 Fax: (386) 758-2148 Email: connie brecheen@columbiacountyfla.com

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address, and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address, and telephone number of the Department's Contract Manager for this Contract is:

Warden Columbia Correctional Institution 216 SE Corrections Way Lake City, FL 32025 Telephone: (386) 754-7600

B. Department's Contract Administrator

The Contract Administrator is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department.

The address and telephone number of the Contract Administrator for this Contract is:

Contract Administrator Bureau of Procurement Florida Department of Corrections 501 South Calhoun Street Tallahassee, Florida 32399-2500 Telephone: (850) 717-3681 Fax: (850) 488-7189

Master Document Revised 10/2016

Page 6 of 12

C. <u>Agency's Representative</u>

The name, address, and telephone number of the representative of the Agency is:

Connie Brecheen Columbia County Public Works 607 NW Quinten Street Lake City, FL 32055 Telephone: (386) 719-7565 Fax: (386) 758-2148 Email: <u>connie_breechen@columbiacountyfla.com</u>

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. CONTRACT MODIFICATIONS

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations, or increases/decreases in allocations make changes to this Contract necessary.

VI. TERMINATION/CANCELLATION

Termination at Will

This Contract may be terminated by either party upon no less than 30 calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of last day worked.

VII. CONDITIONS

A. <u>Records</u>

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, F.S., made or received by the Agency in conjunction with this Contract. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

B. <u>Annual Appropriation</u>

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in Addendum A and in Section III., COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Department's Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Director of Institutional Operations. The Director shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Department's Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV., CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

H. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department of Corrections' Contract Manager.

I. <u>Cooperation with Inspector General</u>

In accordance with Section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

J. <u>Sovereign Immunity</u>

The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

	: COLUMBIA COUNTY, BOARD OI COMMISSIONERS	7	
SIGNED BY:		1	
NAME:		_	
TITLE:		_	
DATE:			
FEID #:		_	
DEPART	MENT OF CORRECTIONS	Approved subject to	as to form and legality, execution.
SIGNED BY:		SIGNED BY:	
NAME:	Kasey B. Faulk	NAME:	Kenneth S. Steely
TITLE:	Chief, Bureau of Procurement	_ TITLE:	General Counsel
DATE:		_ DATE:	

Master Document Revised 10/2016

Page 9 of 12

Addendum A

Inmate Work Squad Detail of Costs for The Columbia County Board of County Commissioners Interagency Contract Number WXXXX Effective October 25, 2017

***ENTER MULTIPLIER	S IN SHADED BOXES ONLY IF	TO BE INVOICED TO AGENCY**		Per Officer Annual Cost	$1 \Box$	Total Annual Cost
I. CORRECTIONAL WO	ORK SQUAD OFFICER SALARI	ES AND POSITION RELATED-EXF	PENSES			
TO BE REIMBURSE	D BY THE AGENCY:					
	Officers Salary	# Officer: Multiplier	3 \$	54,194.00	** \$	162,582.00
	Salary Incentive Paymen		\$	1,128.00	\$	3,384.00
	Repair and Maintenance		\$	121.00	\$	363.00
	State Personnel Assessn	nent	\$	354.00	\$	1,062,00
	Training/Criminal Justice	Standards	\$	200.00	\$	600.00
	Uniform Purchase		\$	400.00	\$	1,200.00
	Uniform Maintenance		\$	350.00	\$	1,050.00
	Training/Criminal Justice	Standards *	\$	2,225.00		
	TOTAL - To Be Billed	By Contract To Agency	\$	58,972.00	\$	170,241.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable. (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

		Number Squads	Total Annual Cost
II. ADMINISTRATIVE COS	STS TO BE REIMBURSED BY THE AGENCY:		
	Costs include but may not be limited to the following:		
	Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect		
	repellants, masks, vaccinations, and other administrative expenses.	3	\$ 2,250.00
	TOTAL - To Be Billed By Contract To Agency		\$ 2,250.00
III. ADDITIONAL AGENCY	/ EXPENSES:		
	Tools, equipment, materials and supplies not listed in Section II above		

are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: ENCLOSED TRAILER REQUIRED:

YES 🙀	NO 🗌
YES	NO x

Addendum A

Inmate Work Squad Detail of Costs for The Columbia County Board of County Commissioners Interagency Contract Number WXXXX Effective October 25, 2017

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY: Per Unit Number Hand Held Radio MACOM \$4969.00 x 3 Vehicle Mounted Radio MACOM \$5400.00 3 TOTAL Operating Capital To Be Advanced By Agency TOTAL Operating Capital To Be Advanced By Agency	Total Bill To Cost Agence \$ - \$ - \$ -	
 V. TOTAL COSTS TO BE ADVANCED BY AGENCY: 1. Operating Capital - from Section IV. 2. Grand Total - To Be Advanced By Agency At Contract Signing: 	Total Cost \$0.00 \$0.00	
 VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT: 1. Correctional Officer Salaries and Position-Related Expenses - from Section I. 2. Other Related Expenses and Security Supplies - from Section II. 3. Grand Total - To Be Billed To Agency By Contract: 	Total Cost \$170,241.00 \$2,250.00	
VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT: (Total of Sections V. and VI.)	\$172,491.00 \$172,491.00	

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: April 12, 2017		Meeting Date	Meeting Date: April 20, 2017	
Name:	Kevin Kirby	Department:	Public Works Department	
Divisior	n Manager's Signature:	14-12		

1. Nature and purpose of agenda item:

Permission to enter private property.

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

2. Fiscal impact on current budget.

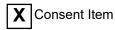
Is this a budgeted item?	X	N/A
		Yes Account No.
		No Please list the proposed budget amendment to fund this request
Budget Amendment Number:	:	Fund:

FROM:

TO:

AMOUNT:

For Use of County Manger Only:



BOARD OF COUNTY COMMISSIONERS . COLUMBIA COUNTY

Memo

Date: April 12, 2017

To: Ben Scott, County Manager

From: Kevin Kirby, Assistant County Manager

RE: Permission to Enter Private Property

I am requesting permission to enter private property located at 280 Jacksonville Loop for the purpose of tree limb removal.

A tree located in the County right-of-way is dropping limbs onto private property at the above mentioned address.

Upon approval the appropriate Hold Harmless Agreement will be obtained.

Thank you.

Assigned 1	To: Tree Trimming	Г	42137	
Date Recei				
Call Receiv	ved By: aloch			
Caller:	Jeff Johnson	Source:	Kevin Kirby	
Phone:	397-3772			
Address:	JACKSONVILLE LC	OOP-PAVED/ DISTRICT	- 4	

Directions:

Road:	NE JACKSONVILLE LOOP/DISTRICT: 4
Concern:	There is a tree limb hanging in the road.

Bate Resolver.	Date	Reso	lved	5
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Corrective Action:



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: April 12, 2017	Meeting Date: April 20, 2017	
Name: Ray Hill	Department: Purchasing	
Division Manager's Signature:	Sh	

1. Nature and purpose of agenda item:

Award Bid 2017-M Ft. White Senior Center Pavilion in the amount of \$24,342, to low bidder, Little and Williams.

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

2. Fiscal impact on current budget.

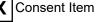
Is this a budgeted item?		N/A	
	X	Yes Account No.	30272105726063
		No Please list the p request	roposed budget amendment to fund this
Budget Amendment Number	:		Fund:

FROM:

TO:

AMOUNT:

For Use of County Manger Only:



BOARD OF COUNTY COMMISSIONERS . COLUMBIA COUNTY

Memo

Date: April 12, 2017

To: Board of Commissioners

From: Ray Hill, Purchasing Director

RE: Bid Award 2017-M Ft. White Senior Center Pavilion

I have reviewed the bids received along with the Donny Dupree and Kevin Kirby. We recommend award of this bid to low bidder Little and Williams, Inc.

I have attached the bid tabulation for your review.

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

BID TABULATION BID NO. 2017-M Ft. White Senior Center Pavilion

Company	Bid Amount
The Watauga Company	\$43,485
Little & Williams, Inc.	\$24,342
McInnis Services, LLC	\$33,096

C. Ray Hill Purchasing Director

BID FORM 2017-M Ft. White Enrichment Center (Senior Center) Pavilion COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Bids must be received in the Office of the Board of County Commissioners, Columbia County, 135 NE Hernando Avenue, Room 203, Lake City, FL, 32055 no later than 11:00 A.M., on April 4, 2017.

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

s <u>33</u> 096 .

Lump Sum

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: Mc Inn's Services, LLC DATE: 04/03/17

ADDRESS: PO Box 367 Obrien W

PHONE NO: 386 935 0014

EMAIL: 10ke A) Ima steel, com

SIGNATURE:

PRINT NAME/TITLE: Loke Ma Innés President

BID FORM 2017-M Ft. White Enrichment Center (Senior Center) Pavilion COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Bids must be received in the Office of the Board of County Commissioners, Columbia County, 135 NE Hernando Avenue, Room 203, Lake City, FL, 32055 no later than 11:00 A.M., on April 4, 2017.

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

Lump Sum

s 43,485. °°

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: The Watauga Company	DATE:04/04/17
ADDRESS: 4275 Capron Road, Titusville, FL 32780	
PHONE NO: (321)267-5785	
EMAIL: <u>WataugaCompany@Bellsouth.net</u>	
SIGNATURE:	
PRINT NAME/TITLE: Jason L. Snodgrass, President	
Addendum #1 Acknowledged	

BID FORM 2017-M Ft. White Enrichment Center (Senior Center) Pavilion COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Bids must be received in the Office of the Board of County Commissioners, Columbia County, 135 NE Hernando Avenue, Room 203, Lake City, FL, 32055 no later than 11:00 A.M., on April 4, 2017.

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

Lump Sum Twenty Four Thousand Three Hundred Forty Two Dollars

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:	Little & Williams, Inc.	DATE: <u>4/4/2017</u>
ADDRESS:	319 SW Solstice Court, Lake City FL 32024	
PHONE NO: _	386 755-3139	
EMAIL:lit	ttleawilliam@gmail.com	
SIGNATURE: _	Markat	
PRINT NAME/	TITLE: Mark Little, President	



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: April 11, 2017	Meeting Date: April 20, 2017
Name: Katrina Evans	Department: Library
Division Manager's Signature:	Sh

1. Nature and purpose of agenda item:

This budget amendment is to distribute funds donated by the Friends of the Library and the Women of the Moose to the appropriate lines in the Library's budget. BA 17-38; total amendment \$825.

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

2. Fiscal impact on current budget.

Is this a budgeted item?	N/A				
[Yes	Account No.			
[X No F requ		posed budg	get amendment to fund this	
Budget Amendment Number:	BA 17	-38	Fund:	104-LIBRARY ENHANCEMENT	
FROM:		то	:		AMOUNT:
104-0000-366.20-00		104-	7100-571.30-6	6	
CONTRIBUTIONS & DONATIONS / CO	ONTRIBUTIO	NS OPE	RATING EXPL	ENDITURES / BOOKS/PUBLICATIONS	\$75.00
104-0000-366.20-00		104-	7100-571.30-3	1	
CONTRIBUTIONS & DONATIONS / CO	ONTRIBUTIO	NS OPE	RATING EXPL	ENDITURES / PROFESSIONAL SERVICES	\$150.00
104-0000-366.20-00		104-	7102-571.30-3	1	
CONTRIBUTIONS & DONATIONS / CO	ONTRIBUTIO	VS OPE	RATING EXPL	ENDITURES / PROFESSIONAL SERVICES	\$600.00

For Use of County Manger Only:

COLUMBIA COUNTY PUBLIC LIBRARY

308 NW Columbia Ave. Lake City, Florida 32055

Katrina P. Evans, Director

MEMORANDUM

DATE: April 11, 2017

TO: Scott Ward, Assistant County Manager

FR: Katrina Evans, Library Director

RE: Friends of the Library and Women of the Moose donations

The attached budget amendment is to distribute \$750 donated to the Library by the Friends of the Library and \$75 donated by the Women of the Moose to the appropriate funds in the Library's budget. The Friends of the Library donated \$600.00 for a performer to present programs at the Main Library and the Fort White Branch Library during the Library's Summer Reading Program for children. In addition, they donated \$150.00 for a performer to present a library program at the Main Library in May. The Women of the Moose made a donation of \$75 that will be used to purchase materials for the Library's circulating collection. If you have any questions, please let me know. Thank you.

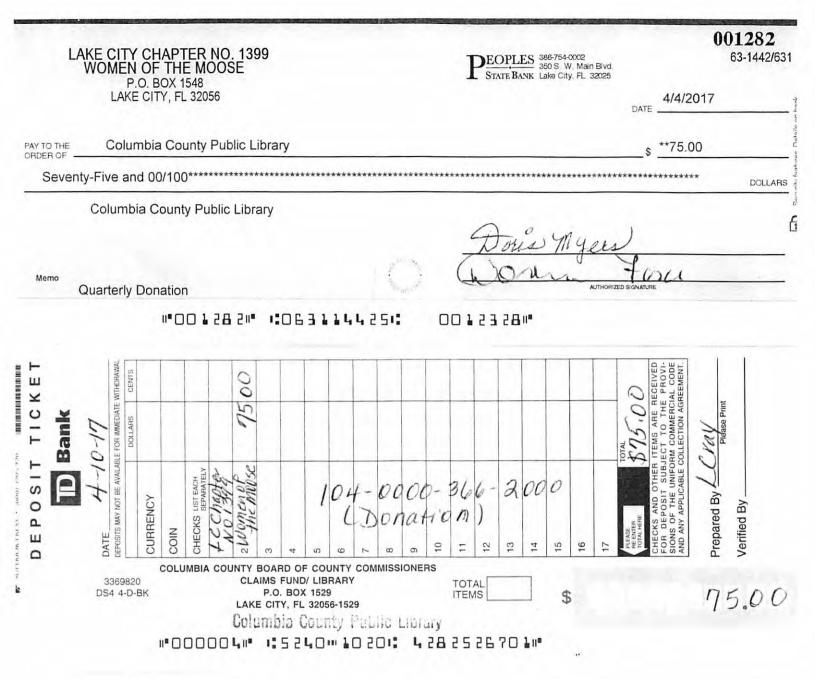
LIBRARY DEPOSIT RECONCILIATION

		DATE:	4/11/17	
		Ву:	L. Cray	
Library Enhancement	\$ 75.00			

2

104.0000.366.2000	Library Enhancement	\$ 75.00	
	TOTAL	\$75.00	

Note: Donation from Lake City Chapter No. 1399 Women of the Moose



p. 209

LIBRARY DEPOSIT RECONCILIATION

				DATE:	
				By:	L. Cray
104.0000.366.2000	Library Enhancement	\$ 750.00	·		
	TOTAL	\$7500.00			

Note: From Friends of CCPL – Upcoming Library program activities.

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Columbia County Public Library 308 NW Columbia Avenue Lake City, Florida 32055 386-758-2101 * FAX 386-758-2135

Date: March 27, 2017

To: Friends of the Library

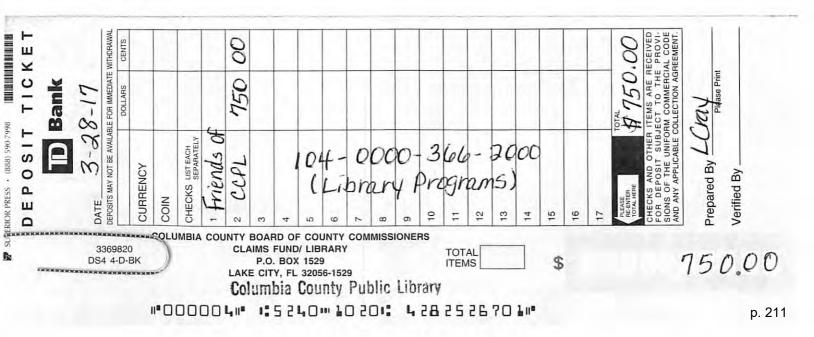
From: Katrina Evans

Re: Funding Requests

Below is a brief summary of upcoming Library programs and activities for which Library staff would like to request funding from the Friends of the Library. If you have any questions about specific items, please let me know.

Description of Funding Request	Staff Member Requesting Funds/Friends Budget Fund	Amount	
 Performance fee for May 1, 2017 performance at the Main Library by folk music duo, friction farm 	Katrina Evans/ 5310.1	\$150.00	
 Performance fee for Quite a Catch juggler Ron Anglin for June 23, 2017 performances at the Main Library and the Fort White Branch Library during Summer Reading Programs 	Stephanie Tyson/ 5320.1 and 5320.2 # 500/\$100	\$600.00	
Total Funds Requested Payable to: Columbia County Public Library		\$750.00	

1/# 1458



FRIENDS OF COLUMBIA COUNTY PUBLIC LIBRARY	1458
308 NW COLUMBIA AVE. LAKE CITY, FL 32055	Date 3/27/17 63-64/631
g Pay to the Columbia County Public Cibra	
Seven hundred fifty dollars y 50/100	Dollars 🖻 🚟
AKE CITY, FLORIDA 32055	Patricia morris
For 53/0-1 \$150. 5320-1 \$500 5320-2	Nexer & Fyler

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: April 11, 2017	Meeting Date: April 20, 2017
Name: Paula Vann	Department: Tourist Development Council
Division Manager's Signature:	The second secon

1. Nature and purpose of agenda item:

Approve Interfuse Summer 2017 Visit Florida Newspaper Insert and Digital Banner Advertisement- \$7,000

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

2. Fiscal impact on current budget.

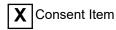
Is this a budgeted item?		N/A	
	X	Yes Account No.	107-5200-552.30-48 OPERATING EXPENDITURES /
		No Please list the p request	roposed budget amendment to fund this
Budget Amendment Number	r:		Fund:

FROM:

TO:

AMOUNT:

For Use of County Manger Only:





971 West Duval Street, Suite 145 Post Office Box 1847 Lake City, Florida 32056-1847 (386) 758-1312 www.SpringsRUs.com

Memorandum

DATE: 4.10.2017

TO: Scott Ward, Assistant County Manager

FROM: Paula Vann, TDC Director

RE: Interfuse VISIT FLORIDA Summer Half Page Advertisement—\$7,000

Request for approval of the Interfuse Summer Newspaper Insert advertisement and digital banner advertisement contract. This advertisement includes a ½ page advertisement and 1.8 million digital banner impressions. The Interfuse Summer Travel Insert is distributed to 500,000 households in major Florida Cities during the peak summer travel season. The goal is to inspire Florida residents to visit Columbia County and explore our area.

Please see attached documentation for more information.

interfuse

ORDER FORM - Order # 4002539

Quote Details			
Create Date:	04/06/2017	Prepared By:	Jenni Coleman
Expire Date:	05/06/2017	Email:	jcoleman@interfuse.com
Account Informa	tion		
Account Name:	Columbia County Tourist Development Council		
Contact Name	Cody Gray	Billing Address	971 West Duval Street, Suite 145 Lake City FL 32055
Phone:	386.758.1397	Email:	cgray@columbiacountyfla.com
Name		Qty	Price Subtotal
VF Summer 201 Back Cover 1,500 content ac banner impressio	tivation clicks & 1.8 million	1	\$7,000.00 \$7,000.00
			Subtotal \$7,000.00
			Total \$7,000.00
CUSTOMER			
Signature		Date	
Name		Title	
Interfuse			

15 Technology Parkway, Suite 270 Norcross, GA 30092

<u>www.interfuse.com</u> 470-554-7150 770-582-9898 (Fax)

interfuse

Signature

Date

Name

Title

interfuse

ORDER FORM - Order # 4002539

Campaign Duration

Campaign Start Date: 6-11-17 Campaign End Date: 7-30-17

*Customer's Campaign Start Date will commence no earlier than the signature date of this Order.

TERMS OF USE

Payment is due immediately upon receipt of invoice. Any unpaid bill will accrue late fees equal to 1.5% per month on the unpaid balance, in addition to any cost of collection, attorney's fees or other related expenses. These fees are explicitly non-waivable. Any dispute will be subject to the jurisdiction of Gwinnett County, Georgia. All figures shown are Net prices unless otherwise stated in written documentation created and signed off by Interfuse.

PAYMENT TERMS

Payment Frequency monthly

Payment Terms Payment Due upon Receipt of Invoice

interfuse



VISIT FLORIDA

In-State Marketing Campaigns



Newspaper Distribution: Major City/Suburb Markets

- Florida Times Union
- Miami Herald
- Palm Beach Post
- Ft. Lauderdale Sun Sentinel
- Naples Daily News
- Tampa Bay Times
- Orlando Sentinel
- Fort Myers News Press
- Wall Street Journal (FL editions)
- Atlanta Journal Constitution

Summer 2017
6/11/17
4/10/17
4/17/17

- 500,000 affluent Florida households \$125,000+
- Print/online leads with email addresses
- Content activation or online display advertising exposure
- Destination listings/hotel hot deals

VISIT FLORIDA In-State Newspaper Insert:

Your choice of ad size in a luxurious glossy newspaper insert for Florida tourism advertisers only. The target zip codes and demo-graphics are females, 35-54 years of age, affluent household income of \$125,000+ and a propensity towards travel. High quality with the look and feel of a magazine.

Lead Generation:

Thousands of leads, both print and online includes name, address and email address. All leads are "opt-in." You may add them to your permanent database for future marketing and remarketing.

Content Activation:

Custom article written by our award winning editors. We will drive traffic to your website so travelers can engage with the article and spend more time on page.

Online Display Advertising:

Drive thousands of vacationers to your website with millions of impressions targeted to your audience.

Editorial Guarantee:

Destinations receive event listing. Hotels, resorts and attractions receive promotional listing.

Ad Size	Partner Net Rate	Non-Partner Net Rate	Leads	Content Activation	*OR	Online Banner Impressions
2-page spread	\$55,103	\$71,635	8,000	16,000 Clicks + 1 custom written article		16 million
Full page	\$29,549	\$38,415	4,000	8,000 Clicks + 1 custom written article		8 million
Half page	\$18,995	\$24,695	3,000	4,000 Clicks + 1 custom written article		4 million
Quarter page	\$11,900	\$15,470	2,000	2,000 Clicks driven to current content		2 million
Eighth Page	\$7,735	\$10,055	1,250	1,000 Clicks driven to current content		1 million

* Partner has the option to substitute banners for content activation if they choose



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's	Date: April 11, 2017	Meeting Date:	April 20, 2017	
Name:	Paula Vann	Department:	Tourist Development Council	_
Division	n Manager's Signature:	Ben Scatt		

1. Nature and purpose of agenda item:

Budget Amendment request to reimburse expense line items from revenue received - \$35,235

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

2. Fiscal impact on current budget.

MISC REVENUE / INSURANCE REIMB

Is this a budgeted item?	N/A			
	Yes Account No.			
X	No Please list the request	e proposed budge	et amendment to fund this	
Budget Amendment Number:	BA 17-40	Fund:	107-TOURIST DEV/OPERATING	
FROM:		TO:		AMOUNT:
107-0000-366.20-00		107-5200-552.30-48	1	
CONTRIBUTIONS & DONATIONS / CONT	RIBUTIONS	OPERATING EXPE	NDITURES / ADVERTISING	\$1,989.00
107-0000-369.90-00		107-5200-552.30-48	1	
MISC REVENUE / OTHER		OPERATING EXPE	NDITURES / ADVERTISING	\$14,500.00
107-0000-369.10-00		107-5200-552.31-53	6	

For Use of County Manger Only:



OPERATING EXPENDITURES / SIGN MAINTENANCE

\$18,745.00



971 West Duval Street, Suite 145 Post Office Box 1847 Lake City, Florida 32056-1847 (386) 758-1312 www.SpringsRUs.com

Memorandum

DATE:4.11.2017TO:Scott Ward, Assistant County ManagerFROM:Paula Vann, TDC DirectorRE:Budget Amendment Requests - \$35,235.30

Request to approve proposed budget amendments to reimburse revenue from North Florida Sales for Hullaween Shuttles, an insurance claim, and the vacation guide advertising sales to reimburse expense line items .

From:	То:	Amount
107-0000-366.20-00	107-5200-552.30-48	· • • • • •
CONTRIBUTIONS & DONATIONS / CONTRIBUTIC Reimburse expense line item for Hullaween Buse	ONS OPERATING EXPENDITURES / ADVERTISING es. Cost share between Columbia County TDC and North Florida Sale	\$1,989.70 es.
107-0000-369.90-00	107-5200-552.30-48	
MISC REVENUE / OTHER	OPERATING EXPENDITURES / ADVERTISING	\$14,500.00
Reimburse expense line item for vacation guide	revenue.	
107-0000-369.10-00	107-5200-552.31-53	
MISC REVENUE / INSURANCE REIMB	OPERATING EXPENDITURES / SIGN MAINTENANCE	\$18,745.60
Reimburse expense line item for I-75 sign replac	rement face.	