

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

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

CONSENT AGENDA

June 7, 2018

5:30 P.M.

-
- (1) BCC Administration - County Manager - Annual Leave Request - June 22, 2018 to June 29, 2018 (Pg. 1)**
 - (2) BCC Administration - Minutes - Board of County Commissioners - Special Meeting/Budget Workshop - May 17, 2018 (Pg. 2)**
 - (3) BCC Administration - Chamber of Commerce - July 4th Fireworks Celebration - Columbia County Fairgrounds/Rodeo Arena - Road Closures (Pg. 5)**
 - (4) BCC Administration - Human Resource - Worxtime Services Agreement (Patient Protection and Affordable Care Act) - \$4,000 (Pg. 10)**
 - (5) BCC Administration - BA 18-51- Transfer Remaining Bond Proceeds to Jail Construction Fund - \$13,000 (Pg. 28)**
 - (6) Building and Zoning - Special Family Lot Permit (SFLP 18 16) - Maria Oliver, Sister - Miximina & Angel Montanez, Property Owners, 317 SW Rolling Glen (Pg. 30)**
 - (7) Building and Zoning - Special Family Lot Permit (SFLP 18 17) - James & Kimberly Stratton, Parents - Joseph & Patricia DelRio, Property Owners, 796 SW Hunter Road (Pg. 40)**
 - (8) Building and Zoning - Special Family Lot Permit (SFLP 18 18) - Chad Mickle, Son - Mark & Deborah Mickle, Property Owner, 821 SW Sunview Street (Pg. 55)**
 - (9) County Attorney - Resolution No. 2018R-18 - Century Ambulance Service Request for Issuance of Certificate of Public Convenience and Necessity (Pg. 66)**
 - (10) Library - Comcast Agreement for Main Library - \$490 monthly (Pg. 74)**
 - (11) Public Works - Right of Way Easement - Clay Electric - Bishop Corner (Pg. 91)**
 - (12) Public Works - Entering Private Property - 100 SW Remington Court - Jeffrey Howell, Property Owner - Drainage Work (Pg. 94)**
 - (13) Public Works - Entering Private Property - 1871 SE Baya Drive - Andy Huddleston, Property Owner - Removal of Dangerous Tree (Pg. 98)**

- (14) Public Works - Entering Private Property - 380 SW Steedley Road - Kenneth & Joetta Harrington, Property Owner's - Driveway Repair (Pg. 102)**
- (15) Public Works - Entering Private Property - 201 SW Levi Way - John & Debra Tillie, Property Owner's - Driveway Repair (Pg. 107)**
- (16) Risk Manager - Application for a Rural Infrastructure Fund (RIF) Grant and an Economic Development Administration (EDA) Grant (Pg. 113)**



1

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Today's Date: May 23, 2018

Meeting Date: June 7, 2018

Name: Ben Scott

Department: BCC Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

BCC Administration - Ben Scott - Annual Leave Request - June 22, 2018 to June 29, 2018

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item



2

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: May 23, 2018

Meeting Date: June 7, 2018

Name: Penny Stanley

Department: BCC Administration

Division Manager's Signature: _____

Ben Scott

1. Nature and purpose of agenda item:

Minute Approval

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item

Columbia County
Board of County Commissioners
Special Meeting/Budget Workshop

Minutes of
May 17, 2018

The Columbia County Board of County Commissioners met in a special meeting /workshop at the auditorium of the School Board Administrative Complex at 2:00 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 Timothy Murphy, Rusty DePratter, Bucky Nash, Everett Phillips and Ronald Williams.

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

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

Budget Workshop Presentation

CM Scott gave a PowerPoint presentation which reviewed the following topics:

- Allocation of Fund Balance
- Debt Service Early Payoff
- Sheriff Annual Budget

Bruce A. Omtvedt with Dewberry Architects Inc., presented the Board with several options for the new jail design (the PowerPoint presentation is attached to the original minutes).

Discussion ensued.

MOTION by Commissioner Nash to approve option four. SECOND by Commissioner Williams.

Discussion ensued.

Citizen Stewart Lilker offered comment.

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

Discussion ensued.

MOTION by Commissioner Nash to give Dewberry permission to do the schematic design and bring back at that point. SECOND by Commissioner Williams. The motion carried unanimously.

“Next Steps”

CM Scott requested that the Commission take this information, study it and make recommendations to staff that will be discussed at the next scheduled meeting.

Adjournment

There being no further business, the meeting adjourned at 4:45 p.m.

ATTEST:

Timothy Murphy, Chairman
Board of County Commissioners

P. DeWitt Cason
Clerk of Circuit Court



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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: June 1, 2018

Meeting Date: June 7, 2018

Name: Penny Stanley

Department: BCC Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

Fireworks Celebration - Chamber

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item



CHAMBER *of* COMMERCE

LAKE CITY • COLUMBIA COUNTY

Chamber Builders:

Anderson Columbia
Co., Inc.

City of Lake City

Columbia Bank

Columbia County
Board of
Commissioners

Do It Yourself
Lettering, Inc.

Florida Power and
Light

First Federal Bank
of Florida

Florida Gateway
College

Gulf Coast Financial
Services, Inc.

HAECO

Lake City Medical
Center

Lake City Reporter

Meridian Behavioral
Healthcare, Inc.

North Central Florida
Advertiser

Nutrien

Odom, Moses &
Company/
Raymond James

Shands Lake Shore

TD Bank

VyStar Credit Union

April 3, 2018

Honorable, Tim Murphy, Chairman
Columbia County Board of County Commissioners
135 NE Hernando Ave. Ste 203
Lake City, FL 32055

Dear Commissioner Murphy:

The Lake City – Columbia County Chamber of Commerce hereby requests the permits necessary to produce the annual 4th of July Firework Celebration. The event will be held on July 4th, 2018 at the Columbia County Fairgrounds/Rodeo Arena. The fireworks will be launched at approximately 9:20pm or when it is dark enough for optimal viewing. The pyrotechnics will be launched by Kynex Inc. Fireworks. Attached is their liability insurance and other necessary information.

For the past several years, it was agreed by all parties that the security of the event would be handled by the CCSO, the traffic control on HWY 90 and surrounding areas leaving the fairground property would be managed by the LCPD, the Lake City Public Works Department would handle the event logistics and the fire control would be handled by the CCFD. The above referenced agencies will have an event logistics meeting preceding the event to ensure all areas of the event are covered.

In previous years, it has been determined to ensure public safety we will need the following:

- Road closure permits for:
 - Bascom Norris Road from CR 247 to Mary Ethel Lane.
 - Mary Ethel Lane from Bascom Norris to CR 247
- Mosquito spray the fairground area, specifically near the Rodeo Arena.
- Have the ability to remotely control the traffic light from the intersection of CR 247 and Bascom Norris.

As always, our goal is to produce a safe, fun, family event for the members of our community. I welcome the opportunity to speak with any member of the board should they have questions or concerns. We appreciate your continued support and cooperation as we plan one of Columbia County's biggest events.

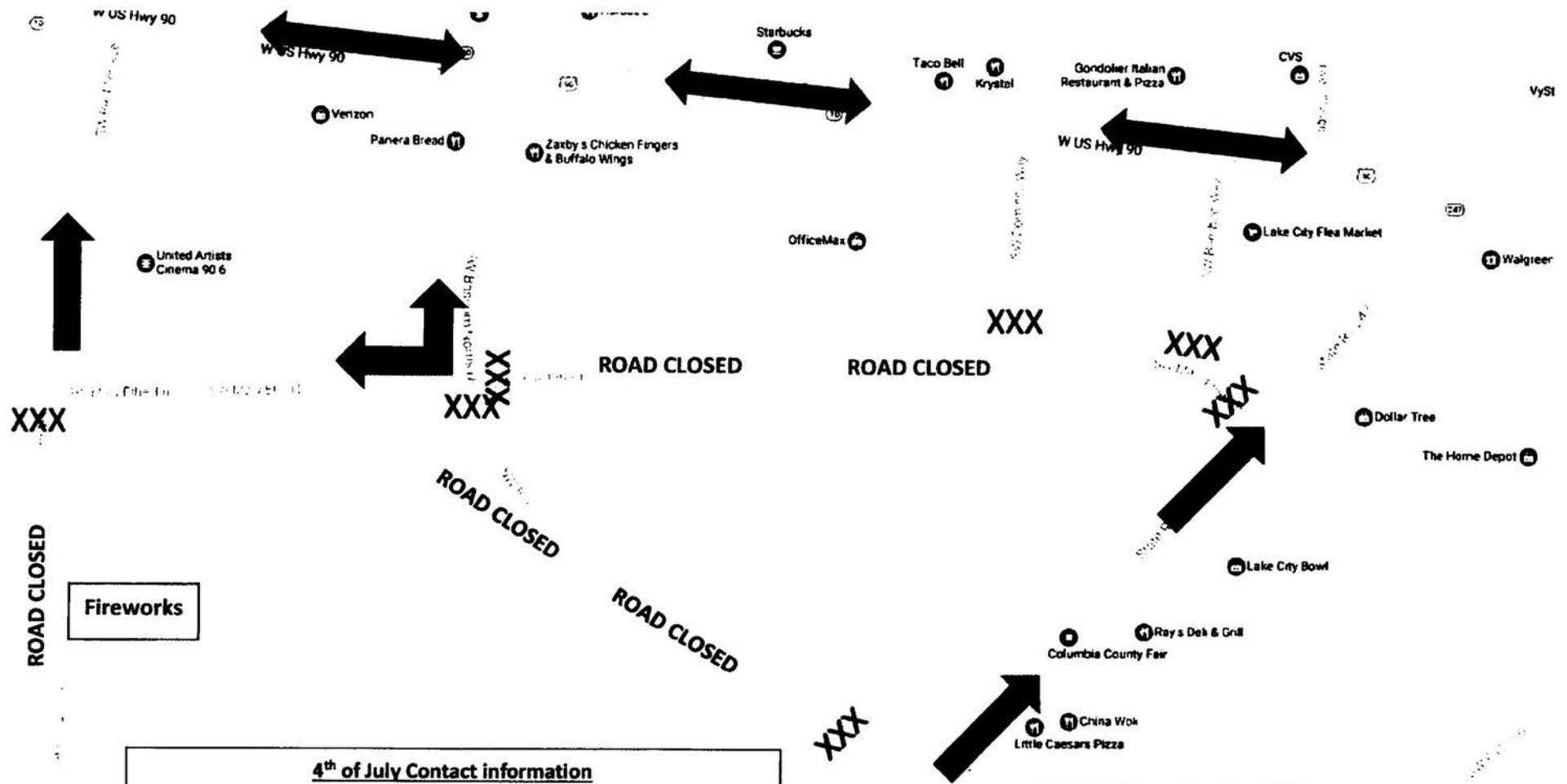
Sincerely,

Dennille Decker

Dennille Decker
Executive Director

162 South Marion Avenue Lake City, FL 32025
Phone (386) 752-3690 Fax (386) 755-7744
www.lakecitychamber.com

4th of July Celebration Traffic Flow Map



4th of July Contact information

Columbia County Resources

Ray – (386)623-6794
Gary – (386)361-1603

Fireworks

Leonard Mowry (305)297-9369

First Street Music and Sound

Danny – (386)867-1662

Chamber

Dennille – (386)623-4881
Abbie – (386)397-5557

Lake City Public Works

Dave Petty – (386)867-3205

Monster Truck Guys

Tom Spell – (813)477-4747

Road Closures

City: SW Real Terrace from SW Mary Ethel Lane to SW Symphony Loop

County: SW Bascom Norris Drive from CR 247 to SW Mary Ethel Lane. SW Mary Ethel Lane from SW Bascom Norris Drive to CR 247



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2018

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 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).

PRODUCER
Ryder Rosacker McCue & Huston (MGD by Hull & Compa
509 W Koenig St
Grand Island NE 68802

CONTACT NAME: Kristy Wolfe

PHONE (A/C, No, Ext): 308-382-2330

FAX (A/C, No): 308-382-7109

E-MAIL ADDRESS: kwolfe@ryderinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: SCOTTSDALE INS CO

41297

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Kynex, Inc.
4160 Elizabeth Lane
Middleburg FL 32068

COVERAGES

CERTIFICATE NUMBER: 48962816

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CPS2906185	2/3/2018	2/3/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CXS0009778	2/3/2018	2/3/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
Lake City; Columbia County Chamber of Commerce; Columbia County Resources
Location: Columbia County Fairgrounds 438 FL-247, Lake City, FL
Date of Display: 07/04/2018

CERTIFICATE HOLDER

Columbia County Resources
164 SW Mary Ethel Ln
Lake City FL 32025

CANCELLATION

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2018

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509 W Koenig St
Grand Island NE 68802

CONTACT
NAME: Kristy Wolfe
PHONE (A/C, No, Ext): 308-382-2330 FAX (A/C, No): 308-382-7109
E-MAIL: kwolfe@ryderinsurance.com
ADDRESS: kwolfe@ryderinsurance.com

INSURED
Kynex, Inc.
4160 Elizabeth Lane
Middleburg FL 32068

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: SCOTTSDALE INS CO	41297
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1292630085

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CXS0009776	2/3/2018	2/3/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.

Additional Insured: Lake City; Columbia County Chamber of Commerce; Columbia County Resources

Location: Columbia County Fairgrounds 438 FL-247, Lake City, FL

Date of Display: 07/04/2018

CERTIFICATE HOLDER

Lake City - Columbia County Chamber of Commerce
162 S Marion Ave
Lake City FL 32025

CANCELLATION

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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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: May 30, 2018

Meeting Date: June 7, 2018

Name: Penny Stanley

Department: BCC Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

Contract Approval

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☐

N/A

☒

Yes Account No. 001-1000-511.30-31

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item

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



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Ben Scott, County Manager

FROM: Lisa K.B. Roberts *LKR* Human Resources Director

DATE: May 25, 2018

SUBJECT: Worxtime Services Agreement

Attached you will find the Worxtime Universal Service Agreement which allows continuation of the Patient Protection and Affordable Care Act (PPACA) annual compliance. The new agreement is due to Worxtime, LLC being acquired by Equifax Workforce Solutions, a division of TALX Corporation effective February 15, 2018. This acquisition resulted in a non-renewal of the services provided under the Worxtime, LLC agreement. The attached Universal Service Agreement will replace the old agreement and allow for continued PPACA services the County previously received from Worxtime LLC.

As you are aware, the PPACA requires applicable large employers with health plans to collect specific information about coverage offered to full-time employees and full-time equivalent employees. An applicable large employer is an employer that has 50 or more full-time and full-time equivalent employees during the prior calendar year. Information must be collected for all health coverage offered that is minimum essential coverage even if the coverage does not provide minimum value or is not affordable. Covered individuals for whom the employer must report include full-time employees, employees that are not full-time (such as part-time, seasonal, PRN), an employee's spouse (including same-sex spouse), a domestic partner, dependent children, former employees and COBRA qualified beneficiaries.

Information for calendar year 2018 must be reported to the IRS and statements mailed in 2019. Statements must be mailed to all full-time employees and to each individual covered under the health plan that provides minimum essential coverage. On a monthly basis, employers are requested to collect data, which will include information about the employer, group health plan, coverage, as well as demographic information on full-time and full-time equivalent employees.

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

Since 2014, Columbia County has utilized Worxtime to assist in this tedious task of compliance. Worxtime provides a software solution in which our information is downloaded monthly into the Worxtime templates, then Worxtime compiles the data and IRS reporting required by PPACA.

The pricing of the attached agreement is based upon the number of W2's the payroll department issues for calendar year 2018, the term is for one (1) year and shall automatically renew for successive one (1) year terms unless either party provides the other with written notice of termination at least ninety (90) days prior to the end of the then-current term. The minimum annual measurement fee is \$4,000 for the first year (which is the same price paid in years past), thereafter the minimum annual measurement fee increases 5% (\$200.00) annually on each anniversary of the schedule's effective date equating to \$4,200.00 the second year, \$4,400.00 the third year and so on. Additionally there is an optional service, which at this time the County has not chosen to use and has not required in the past, through Worxtime; however, should the County ever need to reply to a 226J IRS fine letter, this additional service fee is \$1,200 annually, \$10 per subsidy notice case received and \$15 per appeal requested.

Your consideration for Board approval of the above stated agreement is requested.

XC: Worxtime Agreement File

Worxtime
360 B Quality Circle NW S
Huntsville, AL 35806

Phone: (800) 374-8787 |
info@worxtime.com

05/23/2018

Columbia County Board of
Timothy Murphy
P.O. Box 1529
Lake City, FL 32056

worxtime
An Equifax Company

Ben - Ben memo Worxtime Renewal
Attached is our Renewal
Contract for Worxtime who
has been acquired by Equifax
Workforce Solutions. The charges
and services are the same
as the previous contract.
Would you like me to add a
cover letter for agenda?
Yes, please. Lisa Ben
Thank You

Dear Timothy Murphy,

As of February 15, 2018, Worxtime, LLC was acquired by Equifax Workforce Solutions, a division of TALX Corporation. Equifax Workforce Solutions is a leading provider of HR, payroll, tax management and compliance services. This acquisition brings together two market-leading Affordable Care Act (ACA) compliance providers, and we are delighted to welcome you to the Equifax team. We value our business relationship, and we are dedicated to providing you with the same level of support from the Worxtime Client Services and Account Manager teams in Huntsville, Alabama.

In accordance with the term section in your current Worxtime services agreement (the "Agreement"), Worxtime is providing notice of non-renewal of the services provided under the Agreement. The attached Universal Service Agreement will replace the Agreement and allow for continuation of the ACA services you receive from Worxtime.

If you have any questions concerning the new Universal Service Agreement or this letter, please reach out to your Client Services Representative or Account Manager.

Sincerely,

Heather McFarland
VP of Operations & Finance

UNIVERSAL SERVICE AGREEMENT

This UNIVERSAL SERVICE AGREEMENT (the "Agreement") is entered into and shall be binding upon the parties as of the last date executed below, and effective as of _____ (the "Effective Date") by and between Worxtime, LLC ("Worxtime"), a Georgia Limited Liability Company (and a wholly owned subsidiary of TALX Corporation), and Columbia County Board of County Commissioners ("Client"), a/an . The parties agree as follows:

1.0 CONTRACT SERVICES

By entering into this Agreement, Client hereby authorizes Worxtime to provide the employment or payroll related services (the "Services") as described in each applicable schedule, or schedule set, and any exhibits attached thereto (the "Schedule(s)"). The parties may enter into one or more Schedule(s), each Schedule corresponding to a service or group of services provided by Worxtime, and such schedules, whether attached hereto or entered into after the execution of this Agreement, shall be a part of this Agreement. The terms of this Agreement shall apply to each Service, except as the parties may otherwise provide in the Schedule(s).

2.0 TERM

The term for each Service is set forth in the applicable Schedule. A Schedule may expire or be terminated without affecting the other Schedules. This Agreement shall remain in effect as long as there is an outstanding schedule with a term then in effect.

3.0 WORXTIME OBLIGATIONS

Worxtime agrees that the Service (i) will be provided in compliance with laws and regulations applicable to Worxtime's performance thereof, and (ii) will not infringe trademarks, patents or other intellectual property rights of others. Worxtime MAKES NO WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF Worxtime KNOWS OF SUCH PURPOSE.

4.0 CONFIDENTIALITY

The parties agree that the following will be treated as "Confidential Information": (i) all employment and income data ("Data") provided by or on behalf of Client to Worxtime; (ii) all information provided by Worxtime to Client pertaining to the Services; (iii) all information which is labeled as such in writing and prominently marked as "Confidential," "Proprietary" or words of similar meaning by either party; or (iv) business information of a party which a reasonable person would understand under the circumstances to be confidential. Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to Worxtime, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The parties agree to use Confidential Information only for the purpose of performance of this Agreement and to make no copies except as necessary for performance of this Agreement.

"Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient, (ii) was known by the Recipient at the time of disclosure of the information without any obligation of confidence, and that knowledge is evidenced by reasonable proof, (iii) was or becomes available from a source other than the owner if the source was not legally bound to maintain the confidentiality of the information, or (iv) the Recipient independently develops without use of or reference to the Confidential Information. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the owner the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief.

Upon Client's written request at any time during the Term of this Agreement (including termination or completion of the Services hereunder), Worxtime will purge, destroy, or otherwise render inaccessible,

Data housed in the Worxtime production database(s), provided that Worxtime may retain archival copies of Data for audit and dispute resolution purposes, and Worxtime may retain copies of Data on encrypted back-up media in which such Data is co-resident with other employment and income data. Worxtime shall remain under its contractual obligation of confidentiality and security to Client during such retention and such obligations shall survive termination of the Agreement.

This Section shall survive the termination of this Agreement.

5.0 DATA SECURITY AND PRIVACY

Worxtime shall maintain an information security program that includes appropriate administrative, technical and physical safeguards reasonably designed to: 1) ensure the security and confidentiality of Data; 2) protect against any anticipated threats or hazards to the security or integrity of such Data; 3) protect against unauthorized access to or use of such Data that could result in substantial harm or inconvenience to Client; and 4) dispose of such Data in a secure manner.

To comply with the safeguard obligations generally described above, Worxtime has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Data that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such Data, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards (including encryption of Data at rest and during transmission), to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.

Worxtime shall notify Client in writing as soon as possible and without unreasonable delay, after Worxtime has either actual or constructive knowledge of a breach which affects Data (an "Incident"). Notification may be delayed as required by law enforcement to prevent any impediment(s) to its investigation of the Incident. Worxtime shall have actual or constructive knowledge of an Incident if Worxtime actually knows there has been an Incident or if Worxtime has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. Worxtime shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. Worxtime shall promptly take appropriate action to mitigate such risk or potential problem at Worxtime's expense. In the event of an Incident, Worxtime shall, at its sole cost and expense, fully restore the Data and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

6.0 DATA QUALITY AND DATA TRANSMISSION

Client acknowledges that the ability of Worxtime to provide accurate information is dependent upon receipt of accurate Data from Client. Client shall provide current and accurate Data necessary for Worxtime to provide the Services. Client agrees to provide such Data to Worxtime in the Worxtime format within a mutually agreeable timeframe and to promptly correct and update Data. Client further agrees to test and validate the accuracy of the Data on a mutually agreeable frequency using paper-based or electronic Data validation reports provided by Worxtime. Both parties agree to work together to identify and resolve all identified historical and ongoing Data errors within two (2) of Client's pay periods. Client agrees that any action required of Worxtime to correct the Data for Client may result in additional fees, as provided in each applicable Schedule attached hereto. Furthermore, Client agrees to transfer Data to Worxtime using one of the approved secure shipping methods provided in Attachment 1.

7.0 PROPRIETARY RIGHTS

Neither party's ownership rights, including but not limited to, any intellectual property rights in or used by Worxtime to perform the Services nor any intellectual property rights in or to Client's Data, shall be transferred pursuant to this Agreement. This Section shall survive termination of this Agreement.

8.0 INDEMNIFICATION/LIMITATION OF LIABILITY

- 8.1 Each party agrees to indemnify, defend and hold harmless the other party and its affiliates, and their directors, officers and employees (each, an "Indemnified Party"), from and against any and all third party claims, demands, liabilities, suits, damages, expenses and costs (including reasonable attorneys', experts' and investigators' fees and expenses) incurred by the Indemnified Party arising from or related in whole or in part to the indemnifying party's,

or its affiliates', or its directors', officers' or employees' (i) breach of Section 4.0 or Section 6.0 of this Agreement, (ii) infringement on the intellectual property rights of third parties and/or (iii) intentional wrongful act or omission, provided that (a) the party seeking indemnity promptly notifies the indemnifying party of any claim for indemnity and cooperates fully in the defense of the claim, and (b) the party providing indemnity shall select counsel to defend any such claim.

8.2 IN NO EVENT SHALL DAMAGES BY EITHER PARTY HEREUNDER EXCEED THE GREATER OF (A) THE TOTAL FEES PAID BY CLIENT DURING THE TWELVE MONTHS PRIOR TO THE ACT OR OCCURRENCE WHICH GIVES RISE TO THE CLAIM, OR (B) THE SUM OF TWENTY- FIVE THOUSAND DOLLARS (,000).

8.3 ANY OTHER TERM OR PROVISION OF THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL EITHER PARTY, OR ITS AFFILIATES, THEIR DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE FOR LOSS OF PROFITS OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE PERFORMANCE OF THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.0 MISCELLANEOUS

9.1 **Entire Agreement.** This Agreement, which includes all schedules attached hereto and/or entered into after the execution hereof, comprises the entire Agreement between the parties, which supersedes all prior proposals, purchase orders, understandings and agreements with respect to the subject matter hereof.

9.2 **Force Majeure.** Neither party shall be responsible for any failure or delay in the performance of any obligations (excepting obligations to pay money) to the extent that failure is caused by acts of God, acts of terror, flood, fire, labor disputes, acts or omissions of the other party, non-delivery or delays in delivery by any other supplier of goods or services deliverable under this Agreement, or other causes beyond such party's reasonable control.

9.3 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited.

9.4 **Assignment/Modification.** Client shall not transfer, assign or otherwise dispose of (through operation of law or otherwise) any of its rights or obligations under this Agreement to any other person or entity, without the express written consent of Worxtime. Worxtime may assign this Agreement (and any corresponding schedules or attachments) to its affiliates, successors, or assigns, whether by way of business reorganization/reassignment, merger, sale of equity or assets, or otherwise, without the consent of Client. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective affiliates, successors, and assigns in accordance with this subsection 9.4.

9.5 **Notices.** Every notice required under this Agreement shall be in writing and effective three (3) days after being mailed first class postage prepaid, or upon delivery by an overnight or other courier or delivery service, in either case addressed as follows:

To Client:	To Worxtime:
Columbia County Board of County Commissioners	Worxtime, LLC (a wholly owned subsidiary of TALX Corporation)
P.O. Box 1529	11432 Lackland Road
Lake City, FL 32056	St. Louis, MO 63146
Attn: Timothy Murphy	Attn: President

Either Party may change its notice address with written notice to the other party.

- 9.6 **Entirety.** This Agreement, together with all appendices, exhibits, schedules, attachments and addenda attached hereto, constitutes the entire agreement between the parties with respect to its subject matter, and, with respect to that subject matter, supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties. This Agreement shall control over any other agreement or any contrary terms contained in any other agreement (including, but not limited to, master agreement(s), service agreement(s), subscription agreement(s), business associate agreement(s), or similar agreement(s)).
- 9.7 **Counterparts/Execution by Facsimile.** For the convenience of the parties, copies of this Agreement, including Schedules hereto, may be executed in two or more counterparts and signature pages exchanged by facsimile or scanned copies via e-mail. The parties intend that counterpart copies signed and exchanged as provided in the preceding sentence shall be fully binding as an original handwritten executed copy hereof and all of such copies together shall constitute one instrument.
- 9.8 **Waiver of Jury Trial.** EACH PARTY AGREES TO WAIVE AND HEREBY WAIVES THE RIGHT TO TRIAL BY JURY OF ANY ACTION, SUIT, PROCEEDING, DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Client Columbia County Board of County Commissioners

Worxtime, LLC

By: _____

By: _____

Name: Timothy Murphy

Name: Heather McFarland

Title: Chairman of the Board

Title: VP of Operations & Finance

Date: _____

Date: _____

Attachment 1**Security Requirements when Client Sends Employment and Income Data to Worxtime**

The following table outlines the acceptable options for the secure transfer of employment and income Data, to Worxtime. Client agrees to use one of the approved secure delivery or transmission methods provided below. The Worxtime preferred method of receiving Data is Secure File Transfer Protocol (SFTP) with PGP encryption.

	Transfer Option	Description	For Added Protection
1a	SFTP	Secures credentials and information in the file during transmission using the SSH protocol.	PGP desktop software and use of the Worxtime PGP encryption key adds extra protection to the Data file itself.
1b	FTPS	Secures credentials and information in the file during transmission using SSL/TLS protocols.	PGP desktop software and use of the Worxtime PGP encryption key adds extra protection to the Data file itself.
2	Encrypted Email Attachment	Secures information in email attachment only.	PGP desktop software and use of the Worxtime PGP encryption key encrypts the Data file.
3	CD/DVD	Allows for sending data files using encryption software with additional password protection.	PGP desktop software and use of the Worxtime PGP encryption key encrypts the Data file.
4	Secure Email (Voltage, TLS)	Secures information in the body of the email and attachments.	Client to confirm presence of TLS with their internal email service team.
5	Unencrypted Media	Secured transport service approved by Worxtime for unencrypted media and documents.	<ol style="list-style-type: none"> 1. USPS Certified Mail 2. USPS Overnight delivery 3. FedEx Overnight or 2-day delivery 4. UPS Overnight or 2-day delivery

SCHEDULE A – ACA TRACKING AND REPORTING SERVICE**SERVICE PROVIDER, TERMS AND FEES FOR SERVICES****Client Name:** Columbia County Board of County Commissioners**Effective Date:**

The ACA Tracking and Reporting Service ("ACA Service") and its corresponding Implementation and Support, the optional ACA Tax Form 1095-C Print Service ("ACA Tax Form Service"), the Employment Verification Service, and the optional ACA Subsidy Management Service, all described more fully below or in Schedule B hereto (collectively, the "Services") are provided by Worxtime, LLC, a Georgia Limited Liability Company (a wholly owned subsidiary of TALX Corporation – "TALX"), ("Worxtime"). Client authorizes Worxtime as its authorized agent to provide the Services. Worxtime shall provide the applicable Services in accordance with the Universal Service Agreement (the "Agreement") dated _____ this Schedule A, and Schedule B (which are part of the Agreement) utilizing any and all of the employment data and information, and if Client elects the ACA Tax Form Service, tax form information supplied by and on behalf of Client. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.

1. **Scope of Undertaking:** Worxtime shall provide (i) the ACA Service and applicable Implementation and Support in relation to certain of Client's group health plans, which may or may not be "employee welfare benefit plans", within the meaning of Section 3(1) of the Employee Retirement Income Security Act of 1974 (ERISA) ("Plans"), as more specifically set forth in Schedule B; (ii) the Employment Verification Service, detailed below in Sections 6 and 7 of this Schedule A; and (iii) at Client's option (as indicated by Client's initials in Exhibit 1 hereto), (a) the ACA Tax Form Service and (b) the ACA Subsidy Management Service, each described more fully in Schedule B. The ACA Service is designed to assist Client in understanding its options with respect to its Plans under the employer shared responsibility provisions of Internal Revenue Code Section 4980H and related issues under the Patient Protection and Affordable Care Act of 2010, Pub. L. No. 111-148, and the Health Care and Education Reconciliation Act of 2010, Pub. L. No. 111-152, and the regulations and guidance issued thereunder ("PPACA").
2. **Term:** The initial term of this Schedule A (the "Initial Term") shall begin on the Effective Date hereof, and shall remain in effect for one (1) year. This Schedule A shall automatically renew for successive one (1) year terms (each a "Successive Term") unless either party provides the other with written notice of termination at least ninety (90) days prior to the end of the then-current term.
3. **Termination:** Either party may terminate this Schedule A if the other party has materially breached the Agreement, provided that the party claiming breach must give the other party at least thirty (30) days prior written notice in which to cure the breach before terminating this Schedule A. Notwithstanding anything to the contrary, this Schedule A may not be terminated for convenience (i.e., Client is responsible for making payments for all amounts contracted for and owed for the entire length of the term of this Schedule, and Worxtime will bill and collect any and all amounts owed under this Schedule).
4. **Payment Terms and Fees:** All prices and fees for the Services performed under this Schedule A and Schedule B are stated in Exhibit 1 - Fees, attached hereto and made part of this Schedule A. All fees are in U.S. dollars.
 - Annual fees will commence upon execution of this Schedule A and renewing annual fees will be invoiced on the last day of the month that the Term renews.
 - All Set-up Fees and One Time Fees for historical data, additional carriers and EINs will be billed upon execution of this Schedule A. ACA Subsidy Notification and ACA Subsidy Appeals Fees will bill the month following Worxtime providing the service.
 - If applicable, fees for the ACA Tax Form Service will be invoiced after charges are incurred.
 - Invoices are due net thirty (30) days.
 - Payments not received within forty-five (45) days of the invoice date will bear interest at a rate of 1.5% per month.
 - Payments not received within sixty (60) days of the invoice date will result in the suspension of the Service (at the discretion of Worxtime) until payment is received.
 - Except to the extent that Client has provided an exemption certificate, direct pay permit, or other such appropriate documentation, Worxtime shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption, and other similar transaction taxes, however designated, that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon Worxtime's net income, and any taxes or amounts in lieu thereof paid or payable by Worxtime as a result of the foregoing excluded items.
 - Additionally, any applicable fees for the Employment Verification Service will be set forth in Exhibit 1 – Fees.
5. **Data:** Client acknowledges that Client is solely responsible for the quality of the Data provided by Client or by a third-party on behalf of Client. Client will validate the completeness and accuracy of all Data prior to submitting to Worxtime, and Client shall notify Worxtime in advance of any and all changes or modifications in format or type concerning the Client's computer interface and/or any of its Data. Worxtime may use depersonalized Client Data to perform analytics, modeling and/or demographic studies. Depersonalized Client Data shall not include any information that individually, or collectively, could be used to specifically identify either Client or Client's employees. Use of Client's Data for Employment Verification Service is set forth in Sections 6 and 7 of this Schedule A.
6. **Employment Verification Service:** Worxtime is authorized by Client to provide employment and income verification of Client's employees. The Employment Verification Service is designed to assist (i) Client, (ii) employees of Client, and (iii) commercial, private, non-profit and governmental entities ("Verifier(s)") who wish to verify an employee's employment and/or income. Worxtime will serve the interests of Client, employees of Client, and Verifiers (a) by providing verifications to relieve the employer of the burden of employment and income verification obligations as often as practicable; (b) by providing verifications where the employee has applied for a benefit (such as a job application, subsidies, or a loan application) or has obtained a benefit, and the Verifier is seeking to determine whether the employee is qualified to receive the benefit or is seeking to enforce obligations undertaken by the employee in connection with the benefit; (c) by providing verifications where the employee is obligated by Federal, state or local law to provide the verification information to the Verifier; and (d) by providing analytics, modeling and/or demographic studies that will not include any information that individually, or collectively, could be used to specifically identify either Client or Client's employees.
7. **Fair Credit Reporting Act ("FCRA") Obligations:** Concerning the Employment Verification Service, Client acknowledges receipt of Schedule A, Schedule B, and the "Notice to Furnisher" document provided below in Schedule B. Client agrees that it shall comply with all of the obligations of a furnisher set forth in such Notice to Furnisher. In the event that an employee notifies Worxtime of an error in any Data, and Worxtime or Client concludes that the Data is incorrect, Client shall correct the Data as required. If, after completing an investigation and

SCHEDULE A – ACA TRACKING AND REPORTING SERVICE**SERVICE PROVIDER, TERMS AND FEES FOR SERVICES**

acknowledging that the Data is incorrect, Client does not correct the Data, then Worxtime (by and/or through its parent company TALX) may as required under the FCRA: (i) correct the Data on behalf of Client, and/or (ii) block the Data from being accessed by Verifiers. TALX is a Consumer Reporting Agency ("CRA"), as defined by the FCRA. As such, TALX (and its subsidiary Worxtime) complies with the FCRA in providing the Employment Verification Service. FCRA compliance enhances the protections available to Client's employees, with respect to the privacy and accuracy of the Data. Client acknowledges that Worxtime (by and/or through its parent company TALX) has the responsibility to maintain Data accuracy as required under the FCRA, and grants the authority necessary to Worxtime and TALX under this Schedule to fulfill this responsibility.

8. **Set-up and Implementation:** Client acknowledges that it must undertake certain steps for the Services to be provided correctly and timely, including, without limitation, providing Data in a proper format, undergoing validation and, if applicable, testing procedures, and assisting with the Implementation and Support. Client agrees to fully cooperate with Worxtime to implement the Service and if applicable, the ACA Tax Form Service in accordance with Schedule B. Worxtime shall have no liability with regard to any errors that result from Client's failure to timely provide Data (or update Data) accurately and completely and in the format required by Worxtime.
9. **Responsibilities:** Client understands that Worxtime is not a law firm and Worxtime has not and cannot provide legal advice to Client or the Plan concerning any legal issues associated with the Services. Client is responsible for compliance with all applicable federal, state and local laws and regulations, including, but not limited to, compliance with PPACA, the San Francisco Health Care Security Ordinance and the Massachusetts Health Care Act. Client is responsible for working with its legal counsel to develop and implement any strategies (tax, legal or otherwise), and to make all determinations regarding whether to offer coverage under its Plans and to whom coverage should be offered, in response to Data or information developed as part of the Service, and to monitor and comply with any applicable laws, regulations and guidance (formal or informal) that affect the Services, and/or the Client's Plans. Client understands that Client's failure to follow any established parameters of the Services may materially affect the risks and liabilities associated with any development and implementation of any strategies based on the Services. Client acknowledges that Worxtime is not providing tax or legal advice and that Worxtime is not responsible for determining the legal and tax status of the Services and/or the Client's Plans. Worxtime does not have authority to control and manage the operation of Client's Plans. Worxtime does not assume any responsibility for the general policy design of the Plans, the terms of the Plans, the legal compliance of the Plans, the administration of the Plans or any act or omission or breach of duty by Client related to the Plans. In addition, Worxtime does not assume any financial risk or obligation with respect to the Plans. Nothing herein shall be deemed to constitute Worxtime as a party to the Plans or to confer upon Worxtime any discretionary authority, responsibility or control concerning or with respect to management of the Plans, administration of the Plans or operation of the Plans. Nothing in this Schedule A or Schedule B shall be deemed to impose upon Worxtime any obligation to any employee of Client or any person who is participating in the Plans. Worxtime is and shall remain an independent contractor with respect to the Services, and shall not for any purpose be deemed an employee of Client. Nor shall Worxtime and Client be deemed partners, engaged in a joint venture or governed by any legal relationship other than that of independent contractor.
10. **Third Party Indemnity.** Client agrees to indemnify, defend and hold harmless Worxtime (and its parent company and/or affiliates) with regard to any third party claims, demands, liabilities, suits, damages, expenses and costs as a result of any action arising out of or relating to (i) any premium charge, tax, penalty, payment or similar assessment (federal, state or local) for which Client or its group health plans are liable, including but not limited to, any assessable payment or tax under the Internal Revenue Code or any provision of PPACA, and (ii) any of Client's responsibilities as set forth in Paragraph 7 of this Schedule A. The indemnity obligations set forth above shall survive termination of this Schedule A and/or the Agreement.
11. **No Third Party Beneficiaries:** Nothing express or implied in this Schedule A or Schedule B is intended to confer, and nothing herein shall confer, upon any person, including any Plan participant, any rights, remedies, obligation or liabilities whatsoever.
12. **Terms & Conditions:** Worxtime will assign an account manager to assist Client with Data set-up, initial importation of Data, and system training. Worxtime will also make available appropriate technical staff as reasonably required. Certain items are to be delivered in a timely manner by Client during the onboarding process. The initial testing file is due by Client twenty-one (21) days after the initial onboarding call and delivery of the templates. Failure to provide the initial test file within the time frame will result in an additional fee of one thousand, six hundred ninety-five dollars (\$1,695). At the completion of each additional twenty-one (21) day period in which the test file has failed to be sent by Client, Client agrees to pay an additional fee in the amount of three hundred dollars (\$300) due and payable at the conclusion of each such twenty-one (21) business day period.

SCHEDULE A – ACA TRACKING AND REPORTING SERVICE

SERVICE PROVIDER, TERMS AND FEES FOR SERVICES

Schedule A and Schedule B shall be binding on the parties upon the date last executed below.

Client – **Columbia County Board of County
Commissioners**

Worxtime, LLC

By: _____

By: _____

Name: Timothy Murphy

Name: Heather McFarland

Title: Chairman of the Board

Title: VP of Operations & Finance

Date: _____

Date: _____

SCHEDULE A – ACA TRACKING AND REPORTING SERVICE**EXHIBIT 1 - FEES****ACA Tracking and Reporting Service**

The ACA Tracking and Reporting Service is being provided on an annual basis, in accordance with the Payment Terms in Schedule A. The fees shall be in the amounts set forth below, and the pricing and fees specified herein will increase by 5% on each anniversary of the Schedule's Effective Date.

Optional Services:

Fulfillment - Tax Form 1095-C Print Service: Yes **Client's Initials required:**

Subsidy Management: No **Client's Initials required:**

Billing mode	Annually	
Contract Begin Date		
Fee: PEPM (Per Employee per Month)	\$0.50	
Estimated Number of Employees	389	
Minimum Annual Measurement Fee for measurement of less than 668 EE	\$4,000	
One-time Initial Fees		
Initial Setup Fee	One-time setup fee	
Historical Data Fee	One-time historical data load	
File Feeds	*First set of file feeds from one source/carrier	\$ Included
	Additional File feed uploads: \$500 per file	
Additional Fees		
Additional EINs #0	\$250 per each additional EIN	
**File Reformatting Fees	\$495	
Data Analyst Upload Service	Data Analyst processes file(s)	
Optional Services		
ACA Tax Form 1095-C Print Service	\$2.50 per printed & mailed 1095-C form (includes postage)	Yes
ACA Subsidy Management Service	The pricing specified herein will increase by 5% on each anniversary of the Schedule's Effective Date	\$1,200 annually \$10 per subsidy notice case received \$15 per appeal requested

* Set of files includes employee and coverage file from one source. Additional employee and coverage files from additional sources results in additional file feed costs.

** Reformatting fees are charged to Client when they fail to provide files in the required format.

Client Purchase Orders. If the use of a Purchase Order ("PO") or similar ordering document is required by Client, the following information must be provided as part of this Schedule. Failure to include this information reflects Client's agreement that a PO shall not be required by Client. Client shall provide notice of any PO changes no less than ninety (90) days prior to the expiration of the current PO. No additional terms and conditions shall be included in the PO unless expressly agreed to in writing by the parties. If there is a conflict between language in the PO and the Agreement and/or Schedule, the Agreement and/or Schedule shall control.

PO Number:

PO effective dates (does not impact the Effective Date(s) or Term(s) specified in the Agreement or Schedule): from to
Dollar limit, if applicable, of initial PO (does not limit or otherwise impact any minimum ordering obligations or purchase commitments specified in the Agreement):

SCHEDULE B – ACA TRACKING AND REPORTING SERVICE**SERVICE DESCRIPTION OVERVIEW****ACA Tracking and Reporting Service****Definition and Description of the ACA Tracking and Reporting Service**

The ACA Tracking and Reporting Service (the “ACA Service”) is a hosted application and relies on a software program. The software program uses Data provided by Client to assist with certain aspects of the Affordable Care Act (“ACA”). This includes measuring and tracking employee benefit eligibility and providing Client with reports, alerts and a dashboard that helps Client to analyze Data relevant to their compliance with the ACA.

The ACA Service includes:

- (1) a health care reform compliance service for the IRS-issued rules and regulations associated with ACA eligibility and reporting for the Employer Mandate, as defined in the ACA;
- (2) the utilization of a web-based data center and processing facilities which are SSAE16 compliant;
- (3) assistance with the measurement process, administration process, and stability periods to provide Client with data needed to help Client comply with the eligibility rules (as published in the Employer Mandate section of the ACA);
- (4) the creation of standard and customized reports;
- (5) access to data mapping tools for data conversion;
- (6) transmission of the 1094/5-Cs to the IRS; and
- (7) PDF file of employee 1095-C forms.

Consistent with the terms and conditions contained in Schedule A, the Data supplied by Client will be analyzed and timely submitted to the IRS forms 1095-C and 1094-C per Client’s direction and as required by the ACA. Prior to submitting the 1094-C and 1095-C forms, Client will be provided the opportunity to review, make corrections, and approve the 1095-C forms. Once approval is received, a PDF file of the 1095-C forms for distribution to employees will be provided, and the 1094-C will be filed with the IRS.

Eligibility and Affordability

The ACA Service will calculate Client employees’ full-time determination under the look-back and/or the monthly measurement method as set forth in Internal Revenue Code (IRC) Section 4980H and the regulations and guidance issued thereunder. All calculations are based on Client’s Data. The ACA Services will provide affordability and compliance status pertaining to the affordability requirements of the ACA provided Client loads complete and accurate pay data per the timesheet file specifications.

IRS Reporting

The ACA Service will support the collection and configuration of data fields required to comply with the reporting requirements under IRC §6055 and §6056.

ACA Service User Names

Client agrees to be solely responsible for all user names or passwords assigned. Client is responsible for improper use of user names and passwords and releases all liability associated with misuse.

ACA Tracking and Reporting Service - Implementation and Support**Description**

The ACA Service allows employers access to the hosted Worxtime environment. Client Services is available via phone, e-mail and/or online chat during normal business hours (8:00 am to 5:00 pm, Central Time), Monday through Friday of normal business days (non-holidays).

Client agrees and understands the accuracy of setup is the responsibility of Client and agrees to perform or provide certain assigned implementation tasks. Client will be assigned an account manager to assist Client with basic ACA setup, file(s) format and structure, initial importation of Data, and system training. Client is required to upload their Data directly into the system. Should Client have Data that is not acceptable for direct upload and would require SFTP transfer of the Data, then Client will be subject to additional Data fees listed in the fee schedule.

Client agrees to make a staff member available as a ‘Point of Contact’ for ACA reporting, accountability for Data, initial setup, assist in the resolution of any issues, and completion of wizard for approving 1094/5-C forms.

SCHEDULE B – ACA TRACKING AND REPORTING SERVICE
SERVICE DESCRIPTION OVERVIEW

Client will have the ability to set up certain alerts regarding compliance with the ACA to be sent to the email address provided. From time to time, Client may be asked to verify receipt of alerts. A copy of the alerts shall be maintained on the server. Client is responsible for making any modifications to Client's email system in the event alerts are treated as "spam" or blocked in any manner.

Optional- ACA Tax Form 1095-C Print Service

Description

The ACA Tax Form 1095-C Print Service is designed to print and mail U.S. Tax Form 1095-C for Clients' required individuals, based on Data provided by Client.

Service Delivery Tasks

Clients must approve 1095-C forms by established deadlines, for on-time delivery of forms to employee's mailing address. Forms will be mailed to the address provided as part of the Data importation.

Optional - ACA Subsidy Management Service

Description

The ACA Subsidy Management Service is an optional service that is designed to assist Client with the communication and management of subsidy notices from state and federal health insurance exchanges.

Modification to the Service Description Overview

Worxtime reserves the right to modify the Services from time to time, provided that any such modification applies in a similar manner to all other clients receiving such Services, and the changes made will only enhance and not reduce the quality of the Services. If the modification shall be a substantial change from this Service Description Overview, Worxtime shall provide notice of the change to Client. A substantial change shall be a change which is inconsistent with this Service Description Overview. A change that does not alter functionality of the Services, such as a change for upgraded security of Data, is not a substantial change. Client may terminate this Schedule A and B by notice given to Worxtime within thirty (30) days after notice of an amendment to the Service Description Overview, and termination shall be effective ninety (90) days after notice is provided unless the parties agree otherwise in writing. Absence of such termination shall constitute Client's agreement to the modified Service Description Overview.

**SCHEDULE B – ACA TRACKING AND REPORTING SERVICE
SERVICE DESCRIPTION OVERVIEW**

Notice to Furnishers of Information:



**Notice to Furnishers
of Information - 02-28**

Lisa Roberts

From: Patricia Smith <psmith@worxtime.com>
Sent: Tuesday, May 29, 2018 11:55 AM
To: Lisa Roberts
Subject: Re: Worxtime Services Agreement

Dear Lisa:

Here are the answers to your questions:

What is the PEPM Fee \$.05 and is this fee charged in addition to the \$4,000 minimum annual measurement fee for measurement of less than 668 EE. The \$4000 is the price paid for an employer with less than 668 EE's. If they were to grow to 669 EE's the Per Employee Per Month fee of .50 would replace the minimum and the would be billed on the PEPM. It probably would need to be more than one employee before the PEPM would be used. To answer you question, it is an either or situation not an and.

Also, under Additional Fees there is a \$250.00 per each additional EIN. What is this for? This is a one-time setup fee for Tracking and Reporting clients with multiple FEIN's and would apply to FEIN's added after the fact as well.

And under ACA subsidy Management Service it stipulates the pricing will increase 5% on each anniversary of the schedule's effective date – how is this calculated? Either 5% of the flat feed or PEPM whichever applies at the time. What is the \$1.200 annually, \$10 per subsidy notice case received and \$15 per appeal requested? This is an optional service that you may choose to use if you want our help in preparing supporting documentation should you need to reply to a 226J IRS fine letter.

Best regards,

Patricia Smith
Senior Client Services Representative
O: (256) 275-4187 // Client Services: (800) 374-8787 psmith@worxtime.com
www.worxtime.com

worxtime
An Equifax Company

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From: Lisa Roberts <lisa_roberts@columbiacountyfla.com>
Date: Tuesday, May 29, 2018 at 8:50 AM
To: Patricia Smith <psmith@worxtime.com>
Subject: RE: Worxtime Services Agreement

Thank you, Patricia. I hope you had a wonderful visit with your daughter.
I await your response.

Lisa Roberts
Human Resources Director
Columbia County Board of County Commissioners
(386) 758-1006

From: Patricia Smith [mailto:psmith@worxtime.com]
Sent: Tuesday, May 29, 2018 9:29 AM
To: Lisa Roberts
Subject: Re: Worxtime Services Agreement

Hi Lisa:

I was out visiting my daughter in NC on Friday so I am just now seeing your questions.

I hope to have the answers for you shortly.

Best regards,

Patricia Smith
Senior Client Services Representative
O: (256) 275-4187 // Client Services: (800) 374-
8787 psmith@worxtime.com
www.worxtime.com

worxtime
An Equifax Company

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From: Lisa Roberts <lisa_roberts@columbiacountyfla.com>
Date: Friday, May 25, 2018 at 3:10 PM
To: Patricia Smith <psmith@worxtime.com>
Subject: Worxtime Services Agreement

Ms. Patricia:

I received the new Worxtime Service Agreement; however, I have the following questions as to the Fee Schedule:

What is the PEPM Fee \$.050 and is this fee charged in addition to the \$4,000 minimum annual measurement fee for measurement of less than 668 EE.

Also, under Additional Fees there is a \$250.00 per each additional EIN. What is this for?

And under ACA subsidy Management Service it stipulates the pricing will increase 5% on each anniversary of the schedule's effective date – how is this calculated? What is the \$1.200 annually, \$10 per subsidy notice case received and \$15 per appeal requested?

I am sorry I have so many questions, but I am sending this agreement before the Board for approval and I am sure they will want to know what all the charges are for.

Thank you,
Lisa K.B. Roberts
Human Resources Director
Columbia County Board of County Commissioners
(386) 758-1006



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: May 31, 2018

Meeting Date: June 7, 2018

Name: Lacey Boatright

Department: BCC Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

BA 18-51: Transfer Remaining Bond Proceeds to Jail Construction Fund.

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☐

N/A

☐

Yes Account No. _____

☒

No Please list the proposed budget amendment to fund this request

Budget Amendment Number:

BA 18-51

Fund:

305-JAIL CONSTRUCTION FUND

FROM:

TO:

AMOUNT:

302-0000-384.10-00

LOAN PROCEEDS / BOND PROCEEDS

302-8100-581.91-35

INTERFUND TRANSFERS OUT / XFER TO JAIL
CONSTR.FUND

\$13,000.00

305-0000-381.91-32

INTERFUND TRANSFERS IN / FROM GENERAL CAP PROJECTS CAPITAL OUTLAY / PROF SERVICES-CAPITALIZED

305-2330-523.60-31

\$13,000.00

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item

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



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

Date: May 31, 2018

To: Ben Scott, County Manager

From: Lacey Boatright, Financial Management Director

A handwritten signature in blue ink, appearing to be "LB", is written over the name "Lacey Boatright".

RE: Budget Amendment- BA 18-51

When the bond proceeds were received in December 2017, the proceeds totaled \$8,060,000. The \$60k was included to cover the costs of issuing the debt. However, the \$60k was more than the issuance costs and the remaining \$13k was recorded in the capital projects fund to be used on the construction of the project. The Board approved BA 18-37 for \$8M for a transfer to the jail construction fund. This BA left \$13k in the capital projects fund, and it needs to be appropriated to the jail construction fund as well since it is part of the bond proceeds.

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



6

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Today's Date: May 29, 2018

Meeting Date: June 7, 2018

Name: Laura Nettles

Department: Building And Zoning

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

SPECIAL FAMILY LOT PERMIT TO DEED 1.01 ACRES TO MARIA OLIVER, SISTER OF MIXIMINA AND ANGEL MONTANEZ, OWNERS

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item



Columbia County Gateway to Florida

FOR PLANNING USE ONLY

Application # SFLP 1816

Application Fee \$50.00

Receipt No. 4907

Filing Date 5-22-18

Completeness Date _____

Special Family Lot Permit Application

A. PROJECT INFORMATION

- Title Holder's Name: Montanez
- Address of Subject Property: 317 SW Rolling Glen
- Parcel ID Number(s): 03970-035
- Future Land Use Map Designation: A
- Zoning Designation: A3
- Acreage of Parent Parcel: 2.77 acre
- Acreage of Property to be Deeded to Immediate Family Member: 1.01
- Existing Use of Property: Vacant
- Proposed use of Property: residential
- Name of Immediate Family Member for which Special Family Lot is to be Granted: Maria Oliver

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

- Applicant Status ☒ Owner (title holder) ☐ Agent
- Name of Applicant(s): MAXIMINA MONTANEZ Title: Angel V. Montanez
Company name (if applicable): _____
Mailing Address: 317 SW ROLLING GLEN
City: FORT WHITE State: FLA Zip: 32038
Telephone: (561) 966-4338 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.

- 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.

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).
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.

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 that 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.

~~mauricio Montanez~~ - Angel V. Montanez

Applicant/Agent Name (Type or Print)

~~mauricio Montanez~~ - Angel V. Montanez

Applicant/Agent Signature

5/17/2018

Date

FAMILY RELATIONSHIP AFFIDAVIT

STATE OF FLORIDA
COUNTY OF COLUMBIA

BEFORE ME the undersigned Notary Public personally appeared, Angel & Maximina Montanez the Owner of the parent parcel which has been subdivided for and Maria H. Oliver, 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 sister. 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. 03970-035.
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.

Angel V Montanez
Maximino Montanez
Owner
Angel V. Montanez
Maximino Montanez
Typed or Printed Name

Maria Oliver
Immediate Family Member
MARIA OLIVER
Typed or Printed Name

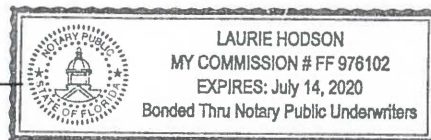
Subscribed and sworn to (or affirmed) before me this 22 day of May, 2018,
by Maximino & Angel Montanez (Owner) who is personally known to me or has produced
FL DL as identification.

[Signature]
Notary Public



Subscribed and sworn to (or affirmed) before me this 22 day of May, 2018,
by Maria H. Oliver (Family Member) who is personally known to me or has
produced FL DL as identification.

[Signature]
Notary Public



APPROVED:
COLUMBIA COUNTY, FLORIDA

By: _____

Name: _____

Title: _____

WARRANTY DEED

THIS INDENTURE, made this 14th day of February, 1997.

R.E. Engesser and Mary E. Engesser, his wife

BK 0834 PG 2417

of the County of Columbia, State of Florida, grantor and
Maximina Montanez and Angel V. Montanez, her husband

Social Security # [REDACTED]
Social Security # [REDACTED]

Social Security # [REDACTED]
Social Security # [REDACTED]

Whose mailing address is 1636 Maypop Road, West Palm Beach, Florida 33415
of the County of Palm Beach, State of Florida, grantee

WITNESSETH: This said grantor, for and in consideration of the sum of TEN AND NO/100'S--Dollars, to them in hand paid by the grantee(s), the receipt whereof is hereby acknowledged, has/have granted, bargained, and sold to said grantee(s), their heirs and assigns forever, the following described land, situate, lying and being in Columbia County, Florida, to wit:

Lot 5, ROLLING ACRES SUBDIVISION, as per plat thereof recorded in Plat Book 4, page 78, public records of Columbia County, Florida.

Tax Parcel # 29-6S-16-03970-035

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor(s) has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Martha Bryan
witness

Martha Bryan
PRINTED NAME OF WITNESS

Kim Watson
witness

Kim Watson
PRINTED NAME OF WITNESS

STATE OF FLORIDA
COUNTY OF COLUMBIA

I hereby certify that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

R.E. Engesser and Mary E. Engesser, his wife

known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, that I relied upon the following form(s) of identification of the above-named person(s) personally known to me.

Witness my hand and official seal in the County and State last aforesaid this day 14th of February, 1997.

SUPPLEMENTARY STATE
TANGIBLE TAX
\$106.80
S. DEWITT CASON, CLERK OF
COURTS, COLUMBIA COUNTY
[Signature]

R.E. Engesser

Mary E. Engesser

FILED AND RECORDED
RECORDS OF COLUMBIA COUNTY

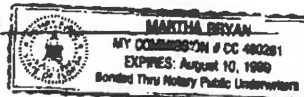
1997 FEB 17 PM 11:06

CLERK OF COURTS
COLUMBIA COUNTY, FLORIDA
BY [Signature]

Martha Bryan
Notary Signature

Printed name of Notary

My Commission Expires:



Prepared by and return to: Regional Title Company
2015 South First Street
Lake City, Florida 32055
Martha Bryan By: KW

SURVEYOR'S NOTES:

1. BOUNDARY BASED ON MONUMENTATION FOUND IN ACCORDANCE WITH THE RETRACEMENT OF THE ORIGINAL SURVEY FOR SAID PLAT OF RECORD.
2. BEARINGS ARE BASED ON SAID PLAT OF RECORD AND THE BEARING BASIS SHOWN HEREON.
3. IT IS APPARENT THAT THIS PARCEL IS IN ZONE "X" AND IS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN AS PER FLOOD RATE MAP, DATED 4 FEBRUARY, 2009 FIRM PANEL NUMBER 12023C0480C & 12023C0490C. HOWEVER, THE FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
4. THE IMPROVEMENTS, IF ANY, INDICATED ON THIS SURVEY DRAWING ARE AS LOCATED ON DATE OF FIELD SURVEY AS SHOWN HEREON.
5. IF THEY EXIST, NO UNDERGROUND ENCROACHMENTS AND/OR UTILITIES WERE LOCATED FOR THIS SURVEY EXCEPT AS SHOWN HEREON.
6. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR A TITLE POLICY.
7. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.
8. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
9. THE ADJACENT OWNERSHIP INFORMATION AS SHOWN HEREON IS BASED ON THE COUNTY PROPERTY APPRAISERS GIS SYSTEM, UNLESS OTHERWISE DENOTED.

BOUNDARY SURVEY IN SECTION 29, TOWNSHIP 6 SOUTH,
RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA.

DESCRIPTION:

THE NORTH 170.43 FEET OF LOT 5, ROLLING ACRES SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 78, PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.

THE WEST 30.00 FEET OF SAID LOT 5, ROLLING ACRES SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 78, PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA, LESS THE NORTH 170.43 FEET THEREOF.

Curve number 1 (FIELD)

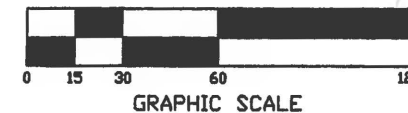
Radius= 50.00'
Delta= 104°00'25"
Arc= 90.76'
Tangent= 64.01'
Chord= 78.80'
Chord Brg.= N.87°35'02"E.

Curve number 1 (PLAT)

Radius= 50.00'
Arc= 90.93'

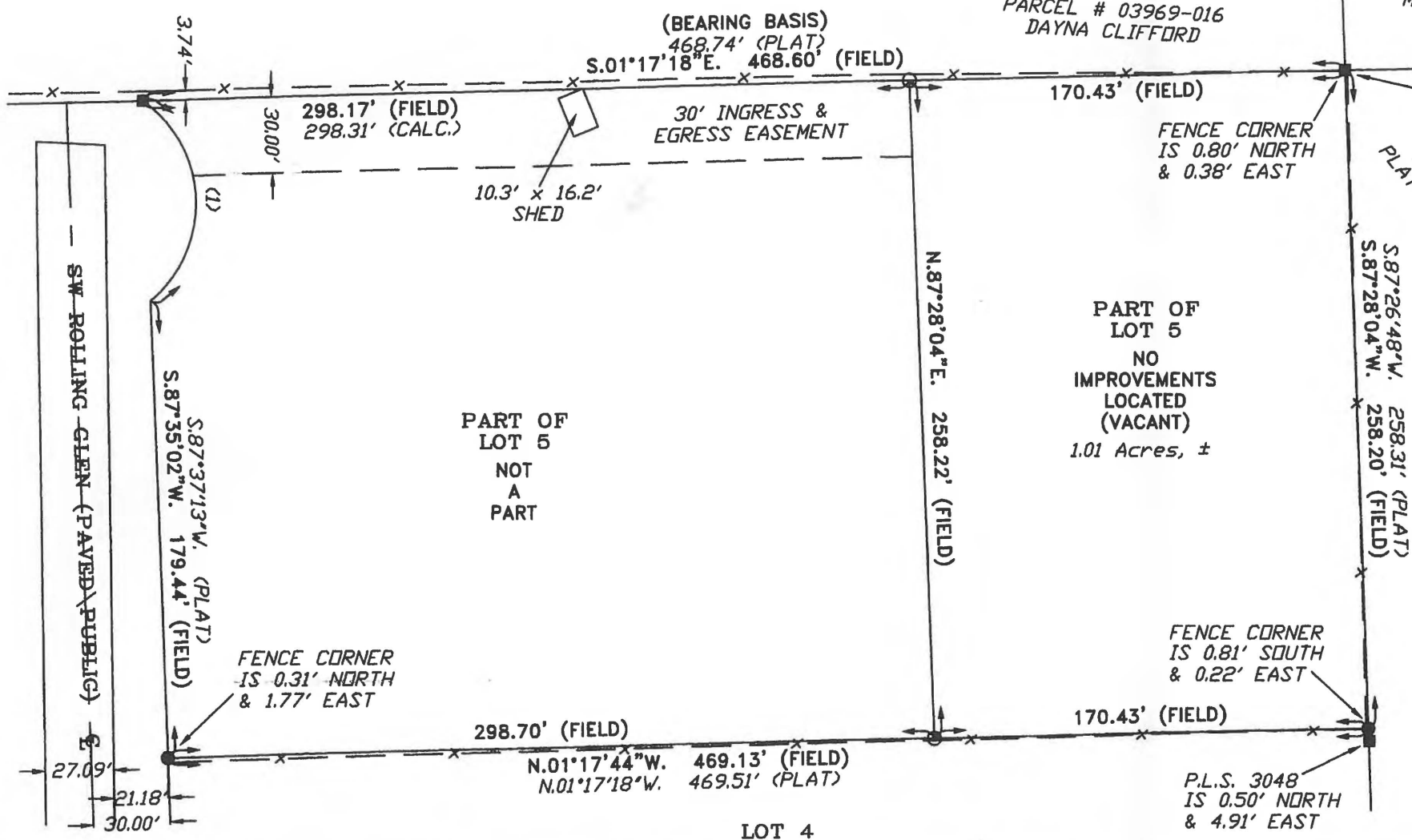


SCALE: 1" = 60'



S Y M B O L L E G E N D:

■ 4"x4" CONCRETE MONUMENT FOUND	⊕ CENTERLINE
□ 4"x4" CONCRETE MONUMENT SET	--E-- ELECTRIC LINES
● IRON PIPE FOUND	--X-- WIRE FENCE
○ IRON PIN AND CAP SET	--O-- CHAIN LINK FENCE
* "X" CUT IN PAVEMENT	--□-- WOODEN FENCE
+ CALCULATED PROPERTY CORNER	--- SECTION LINE
⊙ NAIL & DISK	(PLAT) AS PER A PLAT OF RECORD
⊕ POWER POLE	(DEED) AS PER A DEED OF RECORD
▲ WATER METER	(CALC.) AS PER CALCULATIONS
⊙ UTILITY BOX	(FIELD) AS PER FIELD MEASUREMENTS
* WELL	P.R.M. PERMANENT REFERENCE MARKER
⊕ SANITARY MANHOLE	P.C.P. PERMANENT CONTROL POINT
+ SIGN POST	



CERTIFIED TO:
MAXIMINA MONTANEZ

FIELD BOOK: 359 PAGES: 12

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 478.087, FLORIDA STATUTES.

04/06/18 05/01/18
FIELD SURVEY DATE DRAWING DATE

Scott Britt
L. SCOTT BRITT, P.S.M.
CERTIFICATION # 5757

NOTE: UNLESS IT BEARS THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



**BRITT SURVEYING
& MAPPING, LLC**

LAND SURVEYORS AND MAPPERS, L.B. # 8016
2086 SW MAIN BLVD, SUITE 112, LAKE CITY, FLORIDA 32025
(386)752-7163 FAX (386)752-5573
www.brittsurvey.com
WORK ORDER # L-25115



7

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Today's Date: May 29, 2018

Meeting Date: June 7, 2018

Name: Laura Nettles

Department: Building And Zoning

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

Special Family Lot Permit Application submitted by Joseph & Patricia DelRio, requesting to deed 1.43 acres to parents, James & Kimberly Stratton

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item



Columbia County Gateway to Florida

FOR PLANNING USE ONLY

Application # SFLP SFLP 1817

Application Fee \$50.00

Receipt No. 4908

Filing Date 5-25-18

Completeness Date _____

Special Family Lot Permit Application

A. PROJECT INFORMATION

- Title Holder's Name: JOSEPH A. + PATRICIA E. DECRIO
- Address of Subject Property: 796 SW HUNTER ROAD LAKE CITY, FL 32024
- Parcel ID Number(s): 36-35-15-00302-107
- Future Land Use Map Designation: AG
- Zoning Designation: A-3
- Acreage of Parent Parcel: 10.37
- Acreage of Property to be Deeded to Immediate Family Member: 1.43
- Existing Use of Property: VACANT
- Proposed use of Property: RESIDENTIAL
- Name of Immediate Family Member for which Special Family Lot is to be Granted: JAMES WILLIAM JR. + KIMBERLY SUE STRATTON (WRS)

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

- Applicant Status ☒ Owner (title holder) ☐ Agent
- Name of Applicant(s): SAME AS ABOVE Title: OWNER
Company name (if applicable): _____
Mailing Address: 694 SW HUNTER ROAD
City: LAKE CITY State: FLORIDA Zip: 32024
Telephone: (239) 289-6545 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.

- 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.

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).
- ✓ 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.

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 that 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.

Patricia E Delrio

Applicant/Agent Name (Type or Print)

Patricia E Delrio

Applicant/Agent Signature

5/22/18

Date

FAMILY RELATIONSHIP AFFIDAVIT

STATE OF FLORIDA
COUNTY OF COLUMBIA

BEFORE ME the undersigned Notary Public personally appeared, Patricia Delrio
the Owner of the parent parcel which has been subdivided for and
Kimberly Stratton, 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 Mother. 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. 36-35-15-00302-107
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. 00302-108.
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.

Patricia Ellen Delwio
Owner

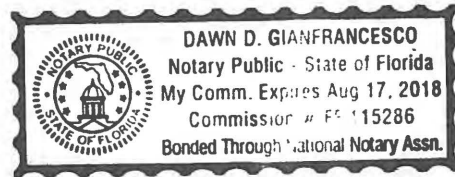
Patricia Ellen Delwio
Typed or Printed Name

Kimberly Sue Stratton
Immediate Family Member

Kimberly Sue Stratton
Typed or Printed Name

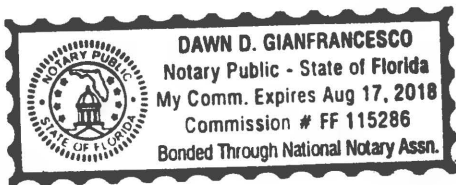
Subscribed and sworn to (or affirmed) before me this 17 day of MAY, 2018,
by Patricia Ellen Delwio (Owner) who is personally known to me or has produced
FL DL as identification.

Dawn D. Gianfrancesco
Notary Public



Subscribed and sworn to (or affirmed) before me this 17 day of May, 2018,
by Kimberly Sue Stratton (Family Member) who is personally known to me or has
produced FL DL as identification.

Dawn D. Gianfrancesco
Notary Public



APPROVED:
COLUMBIA COUNTY, FLORIDA

By: _____

Name: _____

Title: _____

This Instrument Prepared by & return to:
Name: **TRISH LANG, an employee of**
NORTH CENTRAL FLORIDA TITLE,
LLC
Address: **343 NW COLE TERRACE, SUITE 101**
LAKE CITY, FL 32055
File No. **13Y-040197L**

Inst: 201812007467 Date: 04/16/2018 Time: 4:10PM
Page 1 of 2 B: 1357 P: 2526, P.DeWitt Cason, Clerk of Court
Columbia, County, By: RD
Deputy ClerkDoc Stamp-Deed: 0.70

Parcel I.D. #: 00302-000

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED Made the 25th day of April, A.D. 2013, by **FAYER DUFFE**, CONVEYING
NON-HOMESTEAD PROPERTY, hereinafter called the grantor, to **JOSEPH ANTHONY DELRIO and PATRICIA**
ELLEN DELRIO, HIS WIFE, whose post office address is 694 SW HUNTER ROAD, LAKE CITY, FLORIDA
32024, hereinafter called the grantees:

(Wherever used herein the terms "grantor" and "grantees" include all the parties to this instrument, singular and plural, the 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 \$10.00 and other valuable consideration,
receipt whereof is hereby acknowledged, does 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:

PARCEL G

BEGIN at the Northeast Corner of the South 1/4 of the Northeast 1/4 of Section 36, Township 3 South,
Range 15 East, Columbia County, Florida and run South 00°17'12" West along the East line of the
Northeast 1/4 of Section 36 a distance of 388.58 feet; thence South 89°55'52" West a distance of 1176.27
feet; thence North 00°04'08" West a distance of 390.82 feet to a point on the North line of the South 1/4
of the Northeast 1/4 of Section 36; thence South 89°57'35" East a distance of 1178.69 feet to the POINT
OF BEGINNING.

SUBJECT TO: That part within the maintained right-of-way of SW Hunter Road across the East side
thereof.



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 grantees that he is lawfully seized of said land in fee simple; that
he has good right and lawful authority to sell and convey said land, and hereby fully warrants the title to said land and
will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all
encumbrances, except taxes accruing subsequent to December 31, 2013.

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

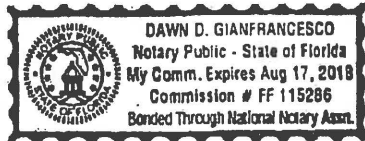
Signed, sealed and delivered in the presence of:


Witness Signature
Adriana Boston
Printed Name

Witness Signature
Angela M. Smith
Printed Name

FAYER R. DUFFE by

FAYER R. DUFFE, B.L. DARRYL DUFFE, HER
ATTORNEY IN FACT
Address:
5459 S FLETCHER AVENUE, FERNADINA
BEACH, FL 32034

STATE OF FLORIDA
COUNTY OF ~~HASSEL~~ COLUMBIA

The foregoing instrument was acknowledged before me this 25th day of April, 2013, by L. DARRYL DUFFE,
ATTORNEY IN FACT FOR FAYE R. DUFFE, who is known to me or who has produced
FL DL D100524521060 as identification.



Dawn D. Gianfrancesco
Notary Public
My commission expires Aug 17, 2018

Columbia County Tax Collector

generated on 5/10/2018 3:09:46 PM EDT

Tax Record

Last Update: 5/10/2018 3:09:46 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 Number		Tax Type	Tax Year		
R00302-107		REAL ESTATE	2017		
Mailing Address		Property Address			
DELRIO JOSEPH A & ELLEN 694 SW HUNTER ROAD LAKE CITY FL 32024		GEO Number 363S15-00302-107			
Exempt Amount		Taxable Value			
See Below		See Below			
Exemption Detail		Millage Code	Escrow Code		
NO EXEMPTIONS		003			
Legal Description (click for full description)					
36-3S-15 9900/9900 10.37 Acres (AKA PRCL "G" DUFFE' S/D UNR): BEG AT NE COR OF S1/2 OF NE1/4 RUN S 388.58 FT, W 1176.27 FT, N 390.82 FT, E 1178.69 FT TO POB. WD 1253-1858					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
BOARD OF COUNTY COMMISSIONERS	8.0150	33,645	0	\$33,645	\$269.66
COLUMBIA COUNTY SCHOOL BOARD DISCRETIONARY	0.7480	33,645	0	\$33,645	\$25.16
LOCAL	4.3200	33,645	0	\$33,645	\$145.35
CAPITAL OUTLAY	1.5000	33,645	0	\$33,645	\$50.47
SUWANNEE RIVER WATER MGT DIST	0.4027	33,645	0	\$33,645	\$13.55
LAKE SHORE HOSPITAL AUTHORITY	0.9620	33,645	0	\$33,645	\$32.37
Total Millage		15.9477	Total Taxes		\$536.56
Non-Ad Valorem Assessments					
Code	Levying Authority				Amount
FFIR	FIRE ASSESSMENTS				\$60.78
Total Assessments					\$60.78
Taxes & Assessments					\$597.34
If Paid By					Amount Due
					\$0.00
Date Paid	Transaction	Receipt	Item	Amount Paid	
11/29/2017	PAYMENT	3001266.0003	2017	\$573.45	

Prior Years Payment History

Prior Year Taxes Due	
NO DELINQUENT TAXES	

00301-001

36
Ac

5
Ac

00301-002

02415-C

ENTRANCE TO
PARCEL

30 FT EASEMENT →

SW ARBOR

SW HUNTER RD

10.37
Ac

00302-107

00302-101

02417-00

W

10.24
Ac

00302-106

Split out of Parent Parcel Legal

: The East 160 feet of the following :

Begin at the Northeast corner of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 36, Township 3 South, Range, 15 East, Columbia County, Florida and run South $00^{\circ} 17' 12''$ West along the East line of the Northeast $\frac{1}{4}$ of Section 36 a distance of 388.58 feet; thence South $89^{\circ} 55' 52''$ West a distance of 1176.27 feet; thence North $00^{\circ} 04' 08''$ West a distance of 390.82 feet to a point on the North line of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 36; thence run South $89^{\circ} 57' 35''$ East a distance of 1178.69 feet to the POINT OF BEGINNING.

Containing 1.43 acres, more or less.

Subject To: that part within the maintained right-of-way of SW Hunter Road across the East thereof.

Subject To: an easement over and across the North 30 foot thereof.

Parent Parcel Legal

Begin at the Northeast corner of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 36, Township 3 South, Range, 15 East, Columbia County, Florida and run South $00^{\circ} 17' 12''$ West along the East line of the Northeast $\frac{1}{4}$ of Section 36 a distance of 388.58 feet; thence South $89^{\circ} 55' 52''$ West a distance of 1176.27 feet; thence North $00^{\circ} 04' 08''$ West a distance of 390.82 feet to a point on the North line of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 36; thence run South $89^{\circ} 57' 35''$ East a distance of 1178.69 feet to the POINT OF BEGINNING.

Containing 10.53 acres, more or less.

SUBJECT TO: that part within the maintained right-of-way of SW Hunter Road across the East side thereof.



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: May 29, 2018

Meeting Date: June 7, 2018

Name: Laura Nettles

Department: Building And Zoning

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

Special Family Lot Permit by Mark & Deborah Mickle, owners of 5.2 acre parcel #03751-318 to deed 2.5 acres to son, Chad Mickle

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item



Columbia County Gateway to Florida

FOR PLANNING USE ONLY

Application # SFLP 1818

Application Fee \$50.00

Receipt No. 4909

Filing Date 5-25-18

Completeness Date _____

Special Family Lot Permit Application

A. PROJECT INFORMATION

- Title Holder's Name: MARK R. & Deborah J. Mickle
- Address of Subject Property: 821 SW Sunview St.
- Parcel ID Number(s): #33-55-16-03751-318
- Future Land Use Map Designation: ESA
- Zoning Designation: A-3
- Acreage of Parent Parcel: 5.2 A
- Acreage of Property to be Deeded to Immediate Family Member: 2.5A
- Existing Use of Property: Residential
- Proposed use of Property: Residential
- Name of Immediate Family Member for which Special Family Lot is to be Granted: Chad Mickle

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

- Applicant Status ☒ Owner (title holder) ☐ Agent
- Name of Applicant(s): Deborah Mickle / MARK Mickle Title: owner
Company name (if applicable): _____
Mailing Address: 821 SW Sunview St
City: FL White State: FL Zip: 32038
Telephone: (850) 408-3197 Fax: () Email: debbmickle@aol.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.

- If the applicant is agent for the property owner*.
Property Owner Name (title holder): _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Telephone: () Fax: () Email: _____

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*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).
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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).
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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 that 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.

FAMILY RELATIONSHIP AFFIDAVIT

STATE OF FLORIDA
COUNTY OF COLUMBIA

BEFORE ME the undersigned Notary Public personally appeared, Debbie Deborah
Mickie the Owner of the parent parcel which has been subdivided for and
Chad A. Mickie 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 son. 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.
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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.

Sharon J. Mickel
Owner

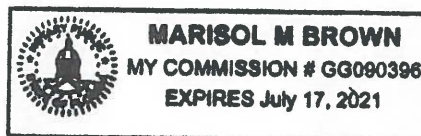
Sharon J. Mickel
Typed or Printed Name

Chad A. Mickel
Immediate Family Member

Chad A. Mickel
Typed or Printed Name

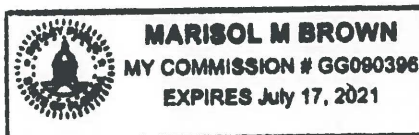
Subscribed and sworn to (or affirmed) before me this 25th day of May, 2018,
by Sharon J. Mickel (Owner) who is personally known to me or has produced
_____ as identification.

[Signature]
Notary Public



Subscribed and sworn to (or affirmed) before me this 25th day of May, 2018,
by Chad A. Mickel (Family Member) who is personally known to me or has
produced _____ as identification.

[Signature]
Notary Public



APPROVED:
COLUMBIA COUNTY, FLORIDA

By: _____

Name: _____

Title: _____

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

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



A handwritten signature in blue ink, appearing to read "Deborah J. Mickie", written over a horizontal line.

Applicant/Agent Name (Type or Print)



A handwritten signature in blue ink, appearing to read "Deborah J. Mickie", written over a horizontal line. A blue arrow points from this signature to the "Applicant/Agent Name" label above it.

Applicant/Agent Signature

5-25-18

Date

This Instrument Was Prepared By and
Record and Return To:

Karen S. Leopold, Esq.
REO TITLE COMPANY OF FLORIDA, LLC
20801 Biscayne Boulevard, Suite 501
Aventura, FL 33180

Folio #33-5S-16-03751-318

SPECIAL WARRANTY DEED

This Special Warranty Deed is made this 20th day of October, 2017, by FANNIE MAE a/k/a FEDERAL NATIONAL MORTGAGE ASSOCIATION, organized and existing under the laws of United States of America, whose mailing address is P.O. Box 650043, Dallas, TX 75265-0043 ("Grantor"), in favor of **Mark Mickle and Deborah Mickle, husband and wife**, whose mailing address is 821 SW Sunview Street, Fort White, FL 32038 ("Grantee"),

WITNESSETH: That Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee the parcel of real property situated in Columbia County, Florida, described as follows:

Lot 18, of SOUTH WIND ADDITION, according to the Plat thereof, as recorded in Plat Book 6, at Page 184, of the Public Records of Columbia County, Florida.

Together with that certain manufactured home, year: 1998, make: Homes of Merit/ Meritt Livestock Trailer, VIN #FLHMLCB149Y18588A and VIN #FLHMLCB149Y18588B.

a/k/a 821 SW Sunview Street, Fort White, FL 32038

TOGETHER with all tenements, hereditaments, appurtenances, rights, reversions or reservations belonging thereto.

SUBJECT to taxes for the year 2017 and subsequent years; conditions, limitations, restrictions and easements of record which are not reimposed by this instrument and zoning ordinances and government regulations, if any.

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



AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of the real property in fee simple, that the Grantor has good right and lawful authority to sell and convey the real property, that the Grantor hereby fully warrants the title to the real property and will defend the same against the lawful claims of all persons claiming by, through and under the Grantor, but none other.

IN WITNESS WHEREOF, this instrument has been executed by the Grantor as of the day and year first above written.

Witnesses as to Grantor:

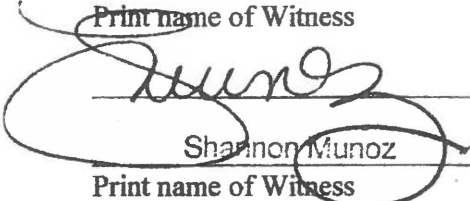
FANNIE MAE a/k/a FEDERAL NATIONAL MORTGAGE ASSOCIATION

By: REO Title Company of Florida, LLC, a Florida limited liability company, as attorney-in-fact, pursuant to Limited Power of Attorney recorded in O.R. Book 30686, Page 4031, Public Records of Miami-Dade County, Florida

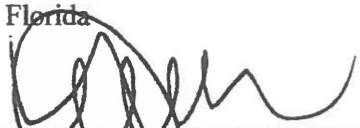


Miriam Banks

Print name of Witness



Shannon Munoz
Print name of Witness

By: 

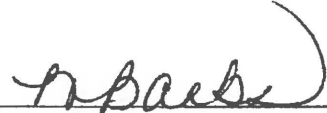
Name: Karen S. Leopold
Title: President

STATE OF FLORIDA

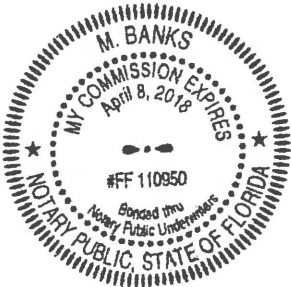
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 20th day of October, 2017, by KAREN S. LEOPOLD, as President of REO Title Company of Florida, LLC, a Florida limited liability company, as attorney-in-fact for FANNIE MAE a/k/a FEDERAL NATIONAL MORTGAGE ASSOCIATION, who is personally known to me.

My commission expires:



Notary Public
Print name: Miriam Banks





Ronnie Brannon, Tax Collector
Proudly Serving The People of Columbia County

Site Provided by...
governmentmax.com 1.13

Tax Record

print

Account Number
1 of 1

Last Update: 5/25/2018 3:52:11 PM EDT

Details

Tax Record

» Print View

Legal Desc.

Tax Payment

Payment History

Print Tax Bill **New!**

Change of Address

[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 Number	Tax Type	Tax Year
R03751-318	REAL ESTATE	2017

Mailing Address

HUDSON RONALD H JR

393 MAIN ST

LEWISTON ME 04240-6729

Property Address

821 SUNVIEW SW FORT WHITE

GEO Number

335S16-03751-318

Exempt Amount	Taxable Value
See Below	See Below

Exemption Detail

NO EXEMPTIONS

Millage Code

003

Escrow Code

014

Legal Description (click for full description)

33-5S-16 0200/0200 5.02 Acres LOT 18 SOUTH WIND ADDITION. 824-874, 871-1338, DC 1317- 1137,

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
BOARD OF COUNTY COMMISSIONERS	8.0150	69,487	0	\$69,487	\$556.94
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	0.7480	69,487	0	\$69,487	\$51.98
LOCAL	4.3200	69,487	0	\$69,487	\$300.18
CAPITAL OUTLAY	1.5000	69,487	0	\$69,487	\$104.23
SUWANNEE RIVER WATER MGT DIST	0.4027	69,487	0	\$69,487	\$27.98
LAKE SHORE HOSPITAL AUTHORITY	0.9620	69,487	0	\$69,487	\$66.85
Total Millage	15.9477		Total Taxes		\$1,108.16

Non-Ad Valorem Assessments

Code	Levying Authority	Amount
FFIR	FIRE ASSESSMENTS	\$219.98
GGAR	SOLID WASTE - ANNUAL	\$193.00
Total Assessments		\$412.98
Taxes & Assessments		\$1,521.14
If Paid By		Amount Due
		\$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
12/12/2017	PAYMENT	3300550.0001	2017	\$1,475.51

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

A BOUNDARY SURVEY IN SECTION 33, TOWNSHIP 5 SOUTH,
RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA.

SURVEYOR'S NOTES:

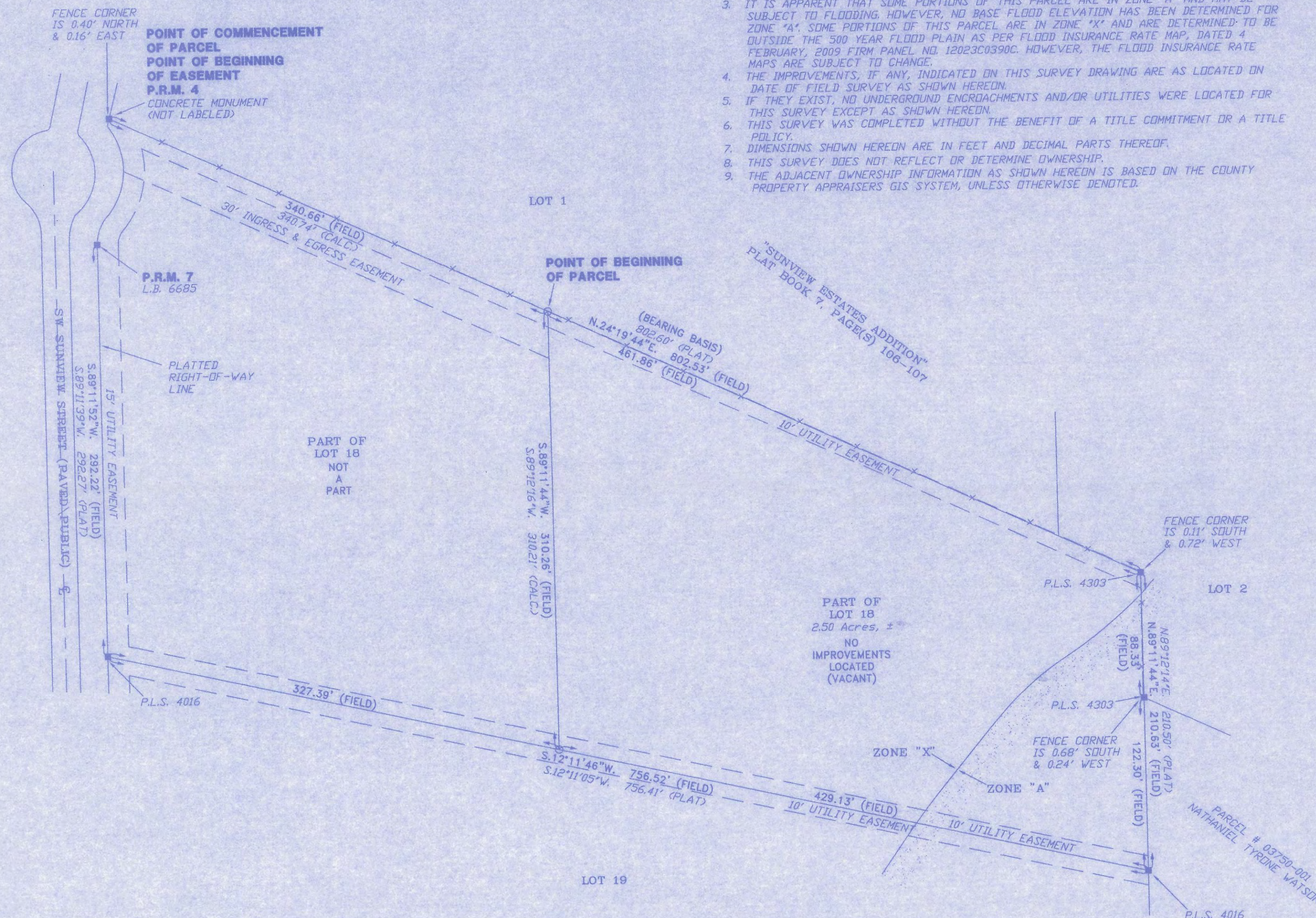
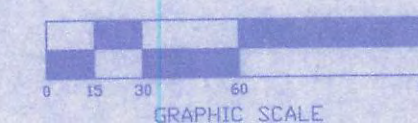
1. BOUNDARY BASED ON MONUMENTATION FOUND IN ACCORDANCE WITH THE RETRACEMENT OF THE ORIGINAL SURVEY FOR SAID PLAT OF RECORD.
2. BEARINGS ARE BASED ON SAID PLAT OF RECORD AND THE BEARING BASIS SHOWN HEREON.
3. IT IS APPARENT THAT SOME PORTIONS OF THIS PARCEL ARE IN ZONE "A" AND MAY BE SUBJECT TO FLOODING. HOWEVER, NO BASE FLOOD ELEVATION HAS BEEN DETERMINED FOR ZONE "A". SOME PORTIONS OF THIS PARCEL ARE IN ZONE "X" AND ARE DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN AS PER FLOOD INSURANCE RATE MAP, DATED 4 FEBRUARY, 2009 FIRM PANEL NO. 12023C0390C. HOWEVER, THE FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
4. THE IMPROVEMENTS, IF ANY, INDICATED ON THIS SURVEY DRAWING ARE AS LOCATED ON DATE OF FIELD SURVEY AS SHOWN HEREON.
5. IF THEY EXIST, NO UNDERGROUND ENCROACHMENTS AND/OR UTILITIES WERE LOCATED FOR THIS SURVEY EXCEPT AS SHOWN HEREON.
6. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR A TITLE POLICY.
7. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.
8. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
9. THE ADJACENT OWNERSHIP INFORMATION AS SHOWN HEREON IS BASED ON THE COUNTY PROPERTY APPRAISERS GIS SYSTEM, UNLESS OTHERWISE DENOTED.

SYMBOL LEGEND:

- 4"x4" CONCRETE MONUMENT FOUND
- 4"x4" CONCRETE MONUMENT SET
- IRON PIPE FOUND
- IRON PIN AND CAP SET
- "X" CUT IN PAVEMENT
- CALCULATED PROPERTY CORNER
- NAIL & DISK
- POWER POLE
- SIGN POST
- WATER METER
- UTILITY BOX
- WELL
- SANITARY MANHOLE
- CENTERLINE
- SECTION LINE
- ELECTRIC LINES
- WIRE FENCE
- CHAIN LINK FENCE
- WOODEN FENCE
- (PLAT) AS PER A PLAT OF RECORD
- (DEED) AS PER A DEED OF RECORD
- (CALC) AS PER CALCULATIONS
- (FIELD) AS PER FIELD MEASUREMENTS
- P.R.M. PERMANENT REFERENCE MARKER
- P.C.P. PERMANENT CONTROL POINT



SCALE: 1" = 60'



DESCRIPTION:
A PART OF LOT 18 OF "SOUTH WIND ADDITION" AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 184 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SW CORNER OF SAID LOT 18 AND RUN N.24°19'44"E., 340.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.24°19'44"E., 461.86 FEET TO THE NW CORNER OF SAID LOT 18; THENCE N.89°12'14"E., 210.50 FEET TO THE NE CORNER OF SAID LOT 18; THENCE S.12°11'05"W., 429.13 FEET; THENCE S.89°12'16"W., 310.21 FEET TO THE POINT OF BEGINNING, CONTAINING 2.50 ACRES, MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS LIES 30.00 FEET TO THE RIGHT (EAST) OF THE FOLLOWING DESCRIBED LINE:
BEGIN AT THE SW CORNER OF SAID LOT 18 AND RUN N.24°19'44"E., 340.74 FEET TO THE POINT OF TERMINATION OF SAID LINE.
SAID EASEMENT IS TO EXTEND OR CONTRACT AS NEEDED TO CREATE THE BOUNDARIES THEREOF.

CERTIFIED TO:

BIANKA L. FORTE

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

05/08/18 05/23/18
FIELD SURVEY DATE DRAWING DATE

L. SCOTT BRITT, P.S.M.
CERTIFICATION # 5757

NOTE: UNLESS IT BEARS THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

BRITT SURVEYING
& MAPPING, LLC

LAND SURVEYORS AND MAPPERS, L.B. # 8016
2086 SW MAIN BLVD, SUITE 112
LAKE CITY, FLORIDA 32025

www.brittsurveying.com
TELEPHONE: (386) 752-7163 FAX: (386) 752-5573

WORK ORDER # L-25215

FIELD BOOK: 359 PAGE(S): 39



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: May 31, 2018

Meeting Date: June 7, 2018

Name: Joel Foreman

Department: County Attorney

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

Century Ambulance Service request for issuance of Certificate of Public Convenience and Necessity

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item

MEMORANDUM

To: June 7, 2018 Agenda

From: Joel F. Foreman

Re: Century Ambulance Request for COPCN

Resolution 2018R-18

Date: May 31, 2018

Attached is a request for issuance of a COPCN from Century Ambulance Service, the County's current 911 service provider.

Also attached for consideration and adoption is a proposed COPCN responsive to Century's request.



May 31, 2018

Ben Scott
County Manager
Columbia County
P.O. Box 1529
Lake City, Florida 32056-1526

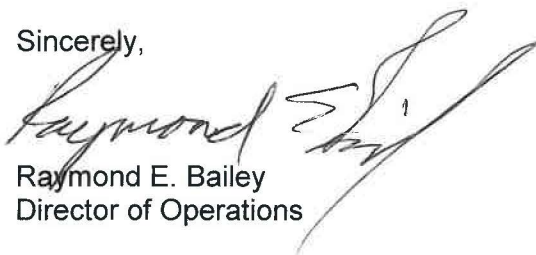
Mr. Scott,

Century Ambulance's state license to provide EMS for Columbia County is due for renewal on September 13, 2018. I have enclosed a copy of our current license. Our current Certificate of Public Convenience and Necessity (COPCN) from Columbia County, which I have enclosed a copy of, is set to expire on this date. This COPCN states "this certificate shall expire upon the expiration or termination of Century's license issued by the State of Florida or five years from the date of this resolution, whichever occurs first".

I am writing to request the Board of County Commissioners to issue a new COPCN that will coincide with our contract with the county, which currently runs to September 30, 2021.

Please let me know if I can assist in this matter and advise of any further required action on our part. I also request notice of the date this matter will go before the Board of Commissioners

Sincerely,



Raymond E. Bailey
Director of Operations



**STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF EMERGENCY MEDICAL OVERSIGHT**

ADVANCED LIFE SUPPORT SERVICE LICENSE

This is to certify that: CENTURY AMBULANCE SERVICE, INC. DBA CENTURY EMS COLUMBIA CO. Provider Number # 10000
Name of Provider

1509 SW CENTURY GLEN, LAKE CITY, FLORIDA 32025
Address

has complied with Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, and is authorized to operate as an Advanced Life Support Service subject to any and all limitations specified in the applicable Certificate(s) of Public Convenience and Necessity and/or Mutual Aid Agreements for the County(s) listed below:

COLUMBIA
County (s)

A handwritten signature in dark ink, appearing to read "Steve A. McCoy", is written over a horizontal line.

Steve A. McCoy
Emergency Medical Services Administrator
Florida Department of Health

THIS CERTIFICATE EXPIRES ON: 09/13/2018

This certificate shall be posted in the above mentioned establishment

RESOLUTION NUMBER 2017 R-20

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
COLUMBIA COUNTY, FLORIDA, ISSUING A CERTIFICATE OF
PUBLIC CONVIENIENCE AND NECESSITY TO CENTURY
AMBULANCE SERVICE, INC. d/b/a CENTURY EMS-COLUMBIA
COUNTY, IN ACCORDANCE WITH SECTION 401.25, FLORIDA
STATUTES**

WHEREAS, Chapter 401, Florida Statutes, Part III, Section 401.25, provides for licensure by the State of Florida Department of Health of entities providing basic life support or advanced life support transportation services; and

WHEREAS, Chapter 401, Florida Statutes, Part III, subsection 401.25(2)(d), provides that a condition precedent to such licensure is a Certificate of Public Convenience and Necessity from each county in which the applicant will operate; and

WHEREAS, CENTURY AMBULANCE SERVICE, INC. d/b/a CENTURY EMS-COLUMBIA COUNTY ("Century"), shall provide emergency medical services, ambulance and transportation services for the citizens of Columbia County, Florida; and

WHEREAS, need has been demonstrated for Century to provide these essential services to the citizens of this County; and

WHEREAS, Century has indicated that it shall comply with all requirements of Chapter 401, Florida Statutes, Part III;

NOW THEREFORE, the Board of County Commissioners of Columbia County hereby CERTIFIES that public convenience and necessity will be served by CENTURY AMBULANCE SERVICE, INC. d/b/a CENTURY EMS-COLUMBIA COUNTY, providing emergency medical services, ambulance and transportation services within Columbia County.

Century shall in no way interfere with or cause confusion with respect to the performance of contractual emergency 9-1-1 services (EMS) provided by any third party to the County.

Century shall utilize lights and sirens within Columbia County only when such use is justified by a patient's condition.

In issuing this Certificate, the Board of County Commissioners attests that any recommendations of municipalities within the service area were considered.


This Certificate shall expire upon the expiration of termination of Century's license issued by the State of Florida or five years from the date of this resolution, whichever occurs first.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Columbia County, Florida, this 20th day of July, 2017.

BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA



RONALD WILLIAMS, Chairman

ATTEST: 

P. DeWitt Cason
Clerk of Courts

Approved as to form:



Joel F. Foreman, County Attorney

RESOLUTION NUMBER 2018 R-18

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, ISSUING A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO CENTURY AMBULANCE SERVICE, INC. d/b/a CENTURY EMS-COLUMBIA COUNTY, IN ACCORDANCE WITH SECTION 401.25, FLORIDA STATUTES

WHEREAS, Chapter 401, Florida Statutes, Part III, Section 401.25, provides for licensure by the State of Florida Department of Health of entities providing basic life support or advanced life support transportation services; and

WHEREAS, Chapter 401, Florida Statutes, Part III, subsection 401.25(2)(d), provides that a condition precedent to such licensure is a Certificate of Public Convenience and Necessity from each county in which the applicant will operate; and

WHEREAS, **CENTURY AMBULANCE SERVICE, INC. d/b/a CENTURY EMS-COLUMBIA COUNTY** (“Century”), shall provide emergency medical services, ambulance and transportation services for the citizens of Columbia County, Florida; and

WHEREAS, need has been demonstrated for Century to provide these essential services to the citizens of this County; and

WHEREAS, Century has indicated that it shall comply with all requirements of Chapter 401, Florida Statutes, Part III;

NOW THEREFORE, the Board of County Commissioners of Columbia County hereby CERTIFIES that public convenience and necessity will be served by **CENTURY AMBULANCE SERVICE, INC. d/b/a CENTURY EMS-COLUMBIA COUNTY**, providing emergency medical services, ambulance and transportation services within Columbia County.

Century shall in no way interfere with or cause confusion with respect to the performance of contractual emergency 9-1-1 services (EMS) provided by any third party to the County.

Century shall utilize lights and sirens within Columbia County only when such use is justified by a patient’s condition.

In issuing this Certificate, the Board of County Commissioners attests that any recommendations of municipalities within the service area were considered.

This Certificate shall expire upon the earlier of the termination of Century's license issued by the State of Florida or the termination or expiration of Century's contract with the County, currently scheduled to expire September 30, 2021.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Columbia County, Florida, this ____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA

Tim Murphy, Chairman

ATTEST: _____

P. DeWitt Cason
Clerk of Courts

Approved as to form:

Joel F. Foreman, County Attorney



10

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Today's Date: May 21, 2018

Meeting Date: June 7, 2018

Name: Katrina Evans

Department: Library

Division Manager's Signature: _____

Ben Scott

1. Nature and purpose of agenda item:

Requesting approval of Comcast agreement for public internet service at the Main Library.

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.

104-7100-571.30-41

☐

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 Public Library
308 NW Columbia Avenue
Lake City, FL 32055
386-758-1018 * 386-758-2135 Fax

Katrina P. Evans, Library Director

MEMORANDUM

DATE: May 21, 2018

TO: Ben Scott, County Manager

FR: Katrina Evans, Library Director

RE: Comcast Agreement for Internet Service at Main Library

Attached is a Comcast agreement for public Internet service at the Main Library. Todd Manning obtained this agreement for improved service to replace the existing service which is no longer available from Comcast. County Attorney Joel Foreman has also reviewed the agreement and approved as to form.

Services Agreement (E-Rate)

This Services Agreement ("Agreement") is made on the 23rd day of May, 2018 ("Effective Date") by and between Comcast Cable Communications Management, LLC, a Delaware limited liability company, on behalf of itself and its applicable operating affiliates and subsidiaries offering services as identified below, with offices located at One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103 and Columbia County Public Library ("Customer"), with offices located at 308 NORTHWEST COLUMBIA AVE, LAKE CITY, COLUMBIA, FL 32055-2816. Herein, the above shall be collectively referred to as the "Parties" and individually as "Party".

Description of Services to be provided by Comcast to Customer: 25 Mbps Ethernet Dedicated Internet ("EDI") Services, as set forth in the Sales Order(s)	
Service Term (Months): Twelve (12)	Agreement Number: FL-JARant-052318-01 {FY/18}
Non-Recurring Charges ("NRC"): \$0.00	Monthly Recurring Charges ("MRC"): \$490.00
Custom Installation Charge: \$0.00	
Number of Service Location(s): One (1)	Estimated Service Date: On or after July 1, 2018
Notes / Comments: 1. E-Rate funding, if applicable, to be sought solely by Customer. 2. PRI Services shall be provided by Comcast IP Phone, LLC. The Comcast IP Phone, LLC SPIN No. is 143035551.	
Sales Person: Jeanine Arant	Telephone Number: (904) 412-4825
General Manager: Matthew Wray	Telephone Number: (954) 514-8470
Customer Contact: Katrina Evans	Telephone Number: (386) 758-1018

This Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its applicable operating affiliates and subsidiaries (identified above, "Comcast") will provide communications and other services ("Services") to the above Customer. This Agreement consists of this document ("Service Agreement Cover Page"), the Comcast General Terms and Conditions for E-Rate ("General Terms and Conditions"), Sales Order(s), the Product Specific Attachments applicable to the ordered Services ("PSA(s)"), and any written amendments to the Agreement and executed by both Parties ("Amendment(s)"), collectively referred to as the "Agreement". In the event of an explicit inconsistency among these documents, precedence will be as follows: (1) Amendment(s), (2) PSA(s), (3) General Terms and Conditions, (4) this Service Agreement Cover Page, and the (5) Sales Order(s). The PSAs are located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://work.comcast.net/legal/aup.asp> (or any successor URL), and the High-Speed Internet for Business Privacy Policy ("Privacy Policy") located at <http://work.comcast.net/legal/privacy.asp> (or any successor URL). Comcast may update the PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website. This Agreement shall commence and become a legally binding agreement upon the mutual execution of this Service Agreement Cover Page by the Parties. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Service Agreement Cover Page shall have the definitions given to them in the General Terms and Conditions.

Customer, by signing below, agrees and accepts the terms and conditions of this Agreement.

Columbia County Public Library

Comcast Cable Communications Management, LLC

Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

CONFIDENTIAL and PROPRIETARY
KWE

v. 160225AJ

**COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC**

GENERAL TERMS AND CONDITIONS FOR E-RATE

ARTICLE 1. DEFINITIONS

Affiliate: Any entity that controls, is controlled by or is under common control with Comcast.

Agreement, Services Agreement or SA: Consists of the Services Agreement Cover Page executed by both Parties, these General Terms and Conditions for E-Rate ("General Terms and Conditions"), Sales Order(s) and the Product-Specific Attachment(s) ("PSA(s)") referenced on the Service Agreement Cover Page, and any written amendments to the Agreement executed by both Parties including any supplemental terms and conditions ("Amendment(s)").

Amendment(s): Any written amendment to the Agreement, executed by both Parties, including any supplemental terms and conditions.

Comcast: The operating company affiliate or subsidiary of Comcast Cable Communications Management, LLC that provides the Services under the Service Agreement. References to Comcast in the Limitation of Liability, Disclaimer of Warranties and Indemnification Articles shall also include its directors, officers, employees, agents, Affiliates, suppliers, licensors, successors, and assigns, as the case may be.

Comcast Website or Website: The Comcast website where the Comcast PSAs use, security, privacy and other policies applicable to the Agreement will be posted. The current URL for the Website is <http://business.comcast.com/enterprise-terms-of-service/index.aspx> (or any successor URL). Comcast may update the Website documents and/or URL from time to time.

Comcast Equipment: Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring within the Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

Confidential Information: All information regarding either Party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential." or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about

outages and planned maintenance) and invoices, as well as the Parties' communications regarding such items.

Customer: The company, corporation, or other entity named on the Service Agreement Cover Page.

Customer-Provided Equipment (CE): Any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

Demarcation Point: The point of interconnection between the Network and Customer's provided equipment located at a Service Location. In some cases the Demarcation Point shall be the User to Network Interface (UNI) port on Comcast Equipment at a Service Location.

General Terms and Conditions: These General Terms and Conditions for E-Rate.

Licensed Software: Computer software or code provided by Comcast or required to use the Services, including without limitation, associated documentation, and all updates thereto.

Network: Consists of the Comcast Equipment, facilities, fiber optic cable associated with electronics and other equipment used to provide the Services.

Party: A reference to Comcast or the Customer; and in the plural, a reference to both companies.

Enterprise Services Product Specific Attachment(s) (PSA): The additional terms and conditions applicable to Services ordered by Customer under the Agreement.

Sales Order(s): A request for Comcast to provide the Services to a Service Location(s) submitted by Customer to Comcast (a) on a then-current Comcast form designated for that purpose or (b) if available, through a Comcast electronic order processing system designated for that purpose. The initial Sales Order is attached to the Service Agreement Cover Page. All Sales Orders submitted under the Agreement shall have the same Service Term duration as identified on the Service Agreement Cover Page.

Service(s): A service provided by Comcast pursuant to a Sales Order. All Services provided under the Agreement are for commercial use only.

Service Commencement Date: The date(s) on which Comcast first makes Service available for use by Customer. A single Sales Order containing multiple Services and/or Service Locations may have multiple Service Commencement Dates. Further, multiple single Service and/or Service Location Sales Orders may have different Service Commencement Dates.

Service Location(s): The Customer location(s) where Comcast provides the Services, to the extent the Customer owns, leases, or otherwise controls such location(s).

Service Term: The duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified on the Service Agreement Cover Page.

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Tariff: A federal or state Comcast tariff and the successor documents of general applicability that replace such tariff in the event of detariffing.

ARTICLE 2. DELIVERY OF SERVICE

2.1 Orders. Customer shall submit to Comcast a properly completed Sales Order to initiate Service to a Service Location(s). A Sales Order shall become binding on the Parties when (i) it is specifically accepted by Comcast either electronically or in writing, (ii) Comcast begins providing the Service described in the Sales Order or (iii) Comcast begins Custom Installation (as defined in Article 2.7) for delivery of the Services described in the Sales Order, whichever is earlier. When a Sales Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

2.2 Access. In order to deliver certain Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space ("Access"), both within and/or outside each Service Location. Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment used to provide the Services within the Service Location(s). Customer shall be responsible for securing, and maintaining on an initial and ongoing basis during the applicable Service Term and/or Renewal Term, such Access within each Service Location unless Comcast has secured such access prior to this Agreement. In the event that Customer, fails to secure or maintain such Access within a particular Service Location, Comcast may cancel or terminate Service at such particular Service Location, without further liability, upon written notice to Customer. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, a charge equal to those costs and expenses shall apply to Customer's final invoice for that particular Service Location. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such particular Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other Party. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, Comcast shall be responsible for such costs or expenses. Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use.

2.3 Hazardous Materials. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing Services until such a time as such materials are removed. Alternatively Customer may notify Comcast to install the applicable portion of the Service in areas of any such Service Location not containing such hazardous material. Any additional expense incurred by Comcast as a result of encountering hazardous

materials, including but not limited to, any additional equipment shall be borne by Customer. Customer shall use reasonable efforts to maintain its property and Service Locations in a manner that preserves the integrity of the Services.

2.4 Comcast Equipment. At any time Comcast may remove or change Comcast Equipment in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than that authorized by the Agreement. Comcast shall maintain Comcast Equipment in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at Comcast's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Comcast Equipment. Customer is responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, and its noncompliance with this Article, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast.

2.5 Ownership, Impairment and Removal of Network. The Network is and shall remain the property of Comcast regardless of whether installed within or upon the Service Location(s) and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers. For a period of twelve (12) months following Comcast's discontinuance of Service to the Service Location(s), Comcast retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Service Location. To the extent Comcast removes such portion of the Network it shall be responsible for returning the Service Location(s) to its prior condition, reasonable wear and tear excepted.

2.6 Customer Provided Equipment ("CE"). Comcast shall have no obligation to install, operate, or maintain CE. Customer shall have sole responsibility for providing maintenance, repair, operation and replacement of all CE, inside telephone wiring and other Customer equipment and facilities on the Customer's side of the Demarcation Point. Neither Comcast nor its employees, Affiliates, agents or contractors will be liable for any damage, loss, or destruction to CE, unless caused by the gross negligence or willful misconduct of Comcast. CE shall at all times be compatible with the Network as determined by Comcast in its sole discretion. In addition to any other service charges that may be imposed from time to time, Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from the use of CE or facilities provided by any party other than Comcast.

2.7 Engineering Review. Each Sales Order submitted by Customer may be subject to an engineering review. The engineering review will determine whether and to what extent the Network must be extended, built or upgraded ("Custom Installation") in order to provide the ordered Services at the requested Service Location(s). Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee"). Custom Installation Fees may also be referred to as Construction Charges on a Sales Order or Invoice. Customer will have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Sales Order with respect to the affected Service Location(s). For certain Services, the Engineering Review will be conducted prior to Sales Order submission. In such case, Customer will have accepted the designated Custom Installation Fee upon submission of the applicable Sales Order.

2.8 Service Acceptance. Except as may otherwise be identified in the applicable PSA, the Service Commencement Date shall be the date Comcast completes installation and connection of the necessary facilities and equipment to provide the Service at a Service Location.

2.9 Administrative Website. Comcast may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Website. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Comcast if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Website. Customer shall be solely responsible for all use of the Administrative Website, and Comcast shall be entitled to rely on all Customer uses of and submissions to the Administrative Website as authorized by Customer. Comcast shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Administrative Website or any information on the Administrative Website. Comcast may change or discontinue the Administrative Website, or Customer's right to use the Administrative Website, at any time. Additional terms and policies may apply to Customer's use of the Administrative Website. These terms and policies will be posted on the site.

ARTICLE 3. BILLING AND PAYMENT

3.1 Charges. Except as otherwise provided in the applicable PSA, Customer shall pay Comcast one hundred percent (100%) of the Custom Installation Fee prior to the installation of Service. Customer further agrees to pay all charges associated with the Services, as set forth or referenced in the applicable PSA, Sales Order(s) or invoice from Comcast. These charges may include, but are not limited to standard and custom non-recurring installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of Comcast Equipment, per-call charges, pay-per-view charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes,

fees, surcharges and recoupments (however designated). Some Services such as measured and per-call charges, pay-per-view movies or events, and interactive television (as explained in the applicable PSA) may be invoiced after the Service has been provided to Customer. Except as otherwise indicated herein or in the applicable PSA(s) monthly recurring charges for Ethernet, Video and Internet Services that are identified on a Sales Order shall not increase during the Service Term. Except as otherwise indicated herein or in the Sales Order(s), Voice Service pricing, charges and fees can be found in the applicable PSA.

3.2 Third-Party Charges. Customer may incur charges from third party service providers that are separate and apart from, or based on the amounts charged by Comcast. These may include, without limitation, charges resulting from wireless services including roaming charges, accessing on-line services, calls to parties who charge for their telephone based services, purchasing or subscribing to other offerings via the Internet or interactive options on certain Video services, or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

3.3 Payment of Bills. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation certain usage based charges and third party pass through fees. Payment is due upon presentation of an invoice. Payment will be considered timely made to Comcast if received within thirty (30) days after the invoice date. Any charges not paid to Comcast within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services, from the date of installation to the start of the next billing period. In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between the third party and Customer and/or Comcast. Comcast shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party.

3.4 Partial Payment. Partial payment of any bill will be applied to the Customer's outstanding charges in amounts and proportions solely determined by Comcast. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

3.5 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer shall provide Comcast with credit information requested by Comcast. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to Comcast will be true and correct.

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Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, Comcast may require Customer to make a deposit (in an amount not to exceed an estimated two months charge for the Services) as a condition to Comcast's provision of the Services, or as a condition to Comcast's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by Comcast as security for payment of Customer's charges. Comcast may apply the deposit to any delinquent Customer charges upon written notice to Customer. If Comcast uses any or all of the deposit to pay an account delinquency, Customer will replenish the deposit by that amount within five (5) days of its receipt of written notice from Comcast. If the provision of Service to Customer is terminated, or if Comcast determines in its sole discretion that such deposit is no longer necessary, then the amount of the deposit (plus any required deposit interest) will be credited to Customer's account or will be refunded to Customer, as determined by Comcast.

3.6 Taxes and Fees. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer also will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.7 Other Government-Related Costs and Fees. Comcast reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise fees, right of way fees and Universal Service Fund charges (if any), regardless of whether Comcast or its Affiliates pay the fees directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. Taxes and other government-related fees and surcharges may be changed with or without notice. In the event that any newly adopted law, rule, regulation or judgment increases Comcast's costs of providing Services, Customer shall pay Comcast's additional costs of providing Services under the new law, rule, regulation or judgment.

3.8 Disputed Invoice. If Customer disputes any portion of an invoice by the due date, Customer must pay fifty percent (50%) of the disputed charges, in addition to the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to Comcast for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve any billing dispute. Comcast will refund/credit all valid disputes resolved in Customer's favor as of the date the disputed charges first appeared on the Customer's invoice. Except as otherwise required by applicable law, under no circumstances may Customer submit a billing dispute to Comcast later than ninety (90) days following Customer's receipt of the applicable invoice.

3.9 Past-Due Amounts. Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower. If Customer's account is delinquent, Comcast may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Comcast Equipment that Customer fails to return in accordance with the Agreement. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to Comcast under the Agreement or at law or in equity.

3.10 Rejected Payments. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

3.11 Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer with respect to the Service(s), even if incurred as the result of fraudulent or unauthorized use of the Service. Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Comcast reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use of Customer's Service.

3.12 E-Rate Funding. Comcast makes no representations or warranties with respect to the eligibility or ineligibility of the Services or any Service component for federal e-rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-Rate Funding"). Customer expressly understands and agrees that it is responsible for ensuring that Comcast is paid one hundred percent (100%) of all non-recurring charges ("NRCs"), monthly recurring Service charges ("MRCs") and other amounts required under this Agreement in accordance with the payment intervals specified therein. Unless and until the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer may not withhold or offset any such amounts on the basis of its anticipated receipt of E-Rate Funding, except as otherwise set forth below. In the event that the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer may choose to either (1) pay Comcast in full for the Services, or (2) receive discounted bills from Comcast. If Customer chooses option (1), the Customer must utilize the applicable customer-initiated reimbursement process relative to such E-Rate Funding. Comcast shall have no obligation to discount or pro-rate its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. Notwithstanding this, Comcast will reasonably assist Customer in the completion of any portions of the FCC Form 472 which, as a matter of law or regulation, are required to be completed by the service provider. If Customer chooses option (2), Comcast shall have no obligations under this Agreement until Customer provides

Comcast the copy of the Notification and Acceptance of Form(s) 486 from the Universal Services Administrative Company, Schools and Libraries Division ("SLD"), approving Customer's eligibility for E-Rate Funding. A Customer selecting option (2) is required to pay Comcast the non-discounted portion of all NRCs, MRCs, and other amounts required under this Agreement in accordance with the payment interval specified therein. Customer also must reasonably assist Comcast in completing the Service Provider Invoice Form (FCC Form 474) and obtaining full payment of the discount amount from the Universal Service Administrative Company or other E-Rate fund administrator or administrative entity. If during the term of this Agreement Customer fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Agreement succeeding the first fiscal period, Customer may elect to (i) continue to receive Services under this Agreement, in which Customer shall remain bound by the terms and conditions set forth hereunder and remain responsible for all NRC and MRC, as set forth in the Sales Order Form(s) attached hereto, for the remaining term of the Agreement, irrespective of E-Rate Funding status, or, (ii) terminate this Agreement upon written notice as of the beginning of the fiscal year for which funds are not appropriated or otherwise made available. The effect of termination of the Agreement hereunder will be to discharge both Comcast and the Customer from future performance of the Agreement. However, Comcast shall be reimbursed for any and all unpaid non-recurring charges, any unpaid past due balance(s), and any additional costs already incurred by Comcast in conjunction with this Agreement. Customer shall notify Comcast in writing within thirty (30) days of fiscal budget denial indicating funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first year. In no event shall Comcast initiate construction of the Network until proof of funding has been received, in whole or in part, based on 100% Customer-furnished funds or partially reimbursed funds by the SLD.

ARTICLE 4. TERM; REVENUE COMMITMENT

4.1

Service Term. The applicable Service Term shall be set forth in the Sales Order or on the Service Agreement Cover Page.

4.2 Renewal Term. Upon the expiration of the Service Term, and unless otherwise agreed to by the Parties in writing, each Sales Order shall automatically renew on month to month bases not to exceed twelve (12) months ("Renewal Term(s)"), unless otherwise stated in these terms and conditions or prior written notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the Service Term and from time to time thereafter, Comcast may, modify the charges for Ethernet, Internet and/or Video Services subject to thirty (30) days prior written notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing.

ARTICLE 5. TERMINATION WITHOUT FAULT; DEFAULT

5.1 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) at any time during the Service Term(s), upon thirty (30) days prior written notice to Comcast and subject to payment to Comcast of all outstanding amounts due for the Services, and the return of all applicable Comcast Equipment. Comcast may terminate the Agreement if Customer does not take any Service under a Sales Order for twelve (12) consecutive months or longer.

5.2 Termination for Cause. If either Party breaches any material term of the Agreement, other than a payment term, and the breach continues un-remedied for thirty (30) days after written notice of default, the other Party may terminate for cause any Sales Order materially affected by the breach. If Customer is in breach of a payment obligation (including failure to pay a required deposit) and fails to make payment in full within ten (10) days after receipt of written notice of default, Comcast may, at its option, terminate the Agreement, terminate the affected Sales Orders, suspend Service under the affected Sales Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Sales Orders as a condition of continuing to provide Service; except that Comcast will not take any such action as a result of Customer's non-payment of a charge subject to a timely billing dispute, unless Comcast has reviewed the dispute and determined in good faith that the charge is correct. A Sales Order may be terminated by either Party immediately upon written notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. Termination by either Party of a Sales Order does not waive any other rights or remedies that it may have under this Agreement. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

5.3 Effect of Expiration/Termination of a Sales Order.

Upon the expiration or termination of a Sales Order for any reason:

- A.** Comcast shall disconnect the applicable Service;
- B.** Comcast may delete all applicable data, files, electronic messages, or other information stored on Comcast's servers or systems;
- C.** Reserved.
- D.** Customer shall, permit Comcast to retrieve from the applicable Service Location any and all Comcast Equipment. If Customer fails to permit such retrieval or if the retrieved Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may invoice Customer for the manufacturer's list price of the relevant Comcast Equipment, or in the event of minor damage to the retrieved Comcast Equipment,

the cost of repair, which amounts shall be immediately due and payable; and

- E. Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return all Licensed Software to Comcast.

5.4 Resumption of Service. If a Service has been discontinued by Comcast for cause and Customer requests that the Service be restored, Comcast shall have the sole and absolute discretion to restore such Service. At Comcast's option, deposits, advanced payments, nonrecurring charges, and/or an extended Service Term may apply to restoration of Service.

5.5 Regulatory and Legal Changes. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on applicable law and regulations as they exist on the date of execution of this Agreement. The Parties agree that in the event of any subsequent decision by a legislative, regulatory or judicial body, including any regulatory or judicial order, rule, regulation, decision in any arbitration or other dispute resolution or other legal or regulatory action that materially affects the provisions or ability to provide Services on economic terms of the Agreement, Comcast may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the Parties can't reach resolution on new Agreement terms, Comcast may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Customer.

ARTICLE 6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; WARNINGS

6.1 Limitation of Liability.

A, THE AGGREGATE LIABILITY OF COMCAST FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.

B. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF

ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, OR FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST.

6.2 Disclaimer of Warranties.

A. Services shall be provided pursuant to the terms and conditions in the applicable PSA and Service Level Agreement, and are in lieu of all other warranties, express, implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. **TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES.**

B. Without limiting the generality of the foregoing, and except as otherwise identified in a PSA or Service Level Agreement, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties.

C. In no event shall Comcast, be liable for any loss, damage or claim arising out of or related to: (i) stored, transmitted, or recorded data, files, or software; (ii) any act or omission of Customer, its users or third parties; (iii) interoperability, interaction or interconnection of the Services with applications, equipment, services or networks provided by Customer or third parties; or (iv) loss or destruction of any Customer hardware, software, files or data resulting from any virus or other harmful feature or from any attempt to remove it. Customer is advised to back up all data, files and software prior to the installation of Service and at regular intervals thereafter.

6.3 Disruption of Service. Notwithstanding the performance standards identified in a PSA, the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required.

6.4 Customer's sole and exclusive remedies are expressly set forth in the Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Comcast is limited to the maximum extent permitted by law.

ARTICLE 7. INDEMNIFICATION

7.1 Comcast's Indemnification Obligations. Comcast shall indemnify, defend, and hold harmless Customer and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) ("Claims") incurred as a result of: infringement of U.S. patent or copyright relating to the Comcast Equipment or Comcast Licensed Software hereunder; damage to tangible personal property or real property, and personal injuries (including death) arising out of the gross negligence or willful misconduct of Comcast while working on the Customer Service Location.

7.2 Customer's Indemnification Obligations. Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer's use or sharing of the Service provided under the Agreement, including with respect to: libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; for patent infringement arising from Customer's combining or connection of CE to use the Service; for damage arising out of the gross negligence or willful misconduct of Customer with respect to users of the Service.

7.3 Indemnification Procedures. The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Article 7. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 8. SOFTWARE & SERVICES

8.1 License. If and to the extent that Customer requires the use of Licensed Software in order to use the Service supplied under any Sales Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. All Licensed Software provided to Customer, and each revised version thereof, is licensed (not sold) to Customer by Comcast only for use in conjunction with the Service. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any

documentation reasonably required by Comcast, including, without limitation, end-user license agreements for the Licensed Software. Comcast and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

8.2 Restrictions. Customer agrees that it shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software.

8.3 Updates. Customer acknowledges that the use of Service may periodically require updates and/or changes to certain Licensed Software resident in the Comcast Equipment or CE. If Comcast has agreed to provide updates and changes, such updates and changes may be performed remotely or on-site by Comcast, at Comcast's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast. If Customer fails to agree to such updates, Comcast will be excused from the applicable Service Level Agreement and other performance credits, and any and all liability and indemnification obligations regarding the applicable Service.

8.4 Export Law and Regulation. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations. Customer agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by Comcast, Customer also agrees to sign written assurances and other export-related documents as may be required for Comcast to comply with U.S. export regulations.

8.5 Ownership of Telephone Numbers and Addresses. Customer acknowledges that use of certain Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses.

8.6 Intellectual Property Rights in the Services. Title and intellectual property rights to the Services are owned by Comcast, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling or publication of the Services, in whole or in part, without express prior written consent from Comcast or other owner of such material, is prohibited.

ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 Disclosure and Use. All Confidential Information disclosed by either Party shall be kept by the receiving party in

strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

9.2 Exceptions. Notwithstanding the foregoing, each Party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation.

9.3 Publicity. The Agreement provides no right to use any Party's or its affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities. Neither Party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer, except as permitted by the Agreement or otherwise consented to in writing by the other Party. Notwithstanding the foregoing, Comcast may include Customer's name on Comcast's customer lists together with a description of Services purchased (financial terms not to be disclosed). If Customer wishes to remove Customer's name from such list or to limit the foregoing use of Customer's name, Customer may contact Comcast as set forth in Article 11.3 of these General Terms and Conditions and Comcast will effect such removal.

9.4 Reserved.

9.5 Remedies. Notwithstanding any other Article of this Agreement, the non-breaching Party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 9, including, but not limited to, injunctive relief.

9.6 Monitoring of Services. Except as otherwise expressly set forth in a PSA, Comcast assumes no obligation to pre-screen or monitor Customer's use of the Service, including without limitation postings and/or transmission. However, Customer acknowledges and agrees that Comcast and its agents shall have the right to pre-screen and monitor such use from time to time and to use and disclose such results to the extent necessary to operate the Service properly, to ensure compliance with applicable use policies, to protect the rights and/or property of Comcast, or in emergencies when physical safety is

at issue, and that Comcast may disclose the same to the extent necessary to satisfy any law, regulation, or governmental request. Comcast shall have no liability or responsibility for content received or distributed by Customer or its users through the Service, and Customer shall indemnify, defend, and hold Comcast and its directors, officers, employees, agents, subsidiaries, affiliates, successors, and assigns harmless from any and all claims, damages, and expenses whatsoever (including reasonable attorneys' fees) arising from such content attributable to Customer or its users. For the avoidance of doubt, the monitoring of data described in this Section 9.6 refers to aggregate data and types of traffic (protocol, upstream/downstream utilization, etc.). Comcast does not have access to the content of encrypted data transmitted across Comcast networks.

9.7 Survival of Confidentiality Obligations. The obligations of confidentiality and limitation of use described in this Article 9 shall survive the expiration and termination of the Agreement for a period of two (2) years (or such longer period as may be required by law).

ARTICLE 10. USE OF SERVICE; USE AND PRIVACY POLICIES

10.1 Prohibited Uses and Comcast Use Policies. Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of any Use Policy (as defined below); (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, and permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for assuring that any and all of its users comply with the provisions of the Agreement. Comcast reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Comcast determines that such use is prohibited as identified herein, or information does not conform with the requirements set or Comcast reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent applicable, Services shall be subject to Comcast's acceptable use policies ("Use Policies") that may limit use. The Use Policies and other security policies concerning the Services are posted on the Website, and are incorporated into this Agreement by reference. Comcast may update the Use Policies from time to time, and such updates shall be deemed effective immediately upon posting, with or without actual notice to Customer. Comcast's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

10.2 Privacy Policy. In addition to the provisions of Article 9, Comcast's commercial privacy policy applies to Comcast's handling of Customer confidential information. Comcast's privacy policy is available on the Website.

10.3 Privacy Note Regarding Information Provided to Third Parties. Comcast is not responsible for any information provided by Customer to third parties. Such information is not subject to the privacy provisions of this Agreement. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

10.4 Prohibition on Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

10.5 Violation. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, Comcast shall have the right to restrict, suspend, or terminate immediately any or all Sales Orders, without liability on the part of Comcast, and then to notify Customer of the action that Comcast has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

ARTICLE 11. MISCELLANEOUS TERMS

11.1 Force Majeure. Neither Party (and in the case of Comcast, Comcast affiliates and subsidiaries) shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cut, acts of regulatory or governmental agencies, unavailability of right-of-way, unavailability of right-of-way or materials, or other causes beyond the Party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events.

11.2 Assignment or Transfer. Customer shall not assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Nothing herein is intended to limit Comcast's use of third-party consultants and contractors to perform Services under a Sales Order.

11.3 Notices. Any notice sent pursuant to the Agreement shall be deemed given and effective when sent by facsimile (confirmed by first-class mail), or when delivered by overnight express or other express delivery service, in each case as follows: (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President/Enterprise Sales, One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Cable Law Department, One Comcast Center, 50th Floor, 1701 JFK Blvd., Philadelphia, PA 19103. Each Party shall notify the other Party in writing of any changes in its address listed on any Sales Order.

11.4 Entire Understanding. The Agreement, together with any applicable Tariffs, constitutes the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the Parties' rights or obligations relating to Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not embodied in the Agreement are of no effect. No subsequent agreement among the Parties concerning Service shall be effective or binding unless it is made in writing by authorized representatives of the Parties. Terms or conditions contained in any Sales Order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect.

11.5 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may elect or be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Sales Order shall be treated as individual case based arrangements to the maximum extent permitted by law, and Comcast shall take such steps as are required by law to make the rates and other terms enforceable. If Comcast voluntarily or involuntarily cancels or withdraws a Tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the Tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a Tariff under which Service is provided to Customer in a manner that is material and adverse to either Party, the affected Party may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other Party, without further liability.

11.6 Construction. In the event that any portion of the Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of the Agreement shall remain in full force and effect.

11.7 Survival. The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of a Sales Order shall survive termination or expiration of the Sales Order.

11.8 Choice of Law. The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

11.9 No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

11.10 Parties' Authority to Contract. The persons whose signatures appear below are duly authorized to enter into the Agreement on behalf of the Parties name therein.

11.11 No Waiver; Etc. No failure by either Party to enforce any rights hereunder shall constitute a waiver of such right(s). This Agreement may be executed in counterpart copies.

11.12 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

11.13 Article Headings. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.

11.14 Compliance with Laws. Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

Account Name: Columbia County Public Library

SA ID#:

Opp ID#: 11286281

CUSTOMER INFORMATION (for notices)

Primary Contact: Katrina Evans
Title:
Address 1: 308 NW Columbia Ave
Address 2:

City: Lake City
State: FL
Zip: 32055

Phone:(386) 758-1018
Cell:
Fax:
Email:kevans@columbiacountyfla.com

Allowable Contract Date: 04/06/2018

Contract Generated Date:05/23/2018

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 12

SUMMARY OF SERVICE CHARGES*

Total Ethernet Monthly Recurring Charges: \$ 490.00
Total Trunk Services Monthly Recurring Charges: \$ 0.00
Total Off-Net Monthly Recurring Charges: \$ 0.00
Total Monthly Recurring Charges (all Services): \$ 490.00

SUMMARY OF STANDARD INSTALLATION FEES

Total Ethernet Standard Installation Fees*: \$ 0.00
Total Trunk Services Standard Installation Fees: \$ 0.00
Total Off-Net Standard Installation Fees: \$ 0.00
Total Standard Installation Fees (all Services): \$ 0.00

SUMMARY OF CUSTOM INSTALLATION FEES

Total Custom Installation Fee: \$ 0.00
Amortized Custom Installation Fee \$ 0.00

SUMMARY OF EQUIPMENT FEES

Total Monthly Recurring Ethernet Equipment Fees: \$ 0.00
Total Monthly Recurring Trunk Services Equipment Fees: \$ 0.00
Total Monthly Recurring Equipment Fees (all Services): \$ 0.00

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Agreement for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service.



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

ETHERNET SERVICES AND PRICING

Account Name: Columbia County Public Library

Date: May 23, 2018

SA ID#:

Opp ID#: 11286281

Short Description of Service:

Service Term (Months): 12

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
1	New	Add	EDI-ENI-10100	Port	308 NW COLUMBIA AVE-Columbia County Public Library 308 NW COLUMBIA AVE					\$ 0.00	\$ 0.00
2	New	Add	EDI-25	25 Mbps	308 NW COLUMBIA AVE-Columbia County Public Library 308 NW COLUMBIA AVE				Interstate	\$ 470.00	\$ 0.00
3	New	Add	IPv4 Static Address Block /30 (2)	Static IP Block	308 NW COLUMBIA AVE-Columbia County Public Library 308 NW COLUMBIA AVE					\$ 20.00	\$ 0.00
* Services Location Details attached						Total				Service Charges: \$ 490.00 Equipment Fees: \$ 0.00	\$ 0.00
**Performance Tier Matrix Attached (For On-Net to On-Net or On-Net to Off-Net)											



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Account Name: Columbia County Public Library

SA ID#:

Opp ID#: 11286281

Date: May 23, 2018

Line	Location Name / Site ID	Address 1	Address 2	City	State	Zip Code	DeMarc Location	Extend to DeMarc (Yes/No)	Inside Wiring (Yes/No)	Technical / Local Contact Name	Technical / Local Contact Phone #	Technical / Local Contact Email Address	Technical Contact On Site (Yes/No)	Satellite Location (Y/N)
1	308 NW COLUMBIA AVE- Columbia County Public Library	308 NW COLUMBIA AVE		LAKE CITY	FL	32055				Katrina Evans	(386) 758-1018	kevans@columbia countyfla.com	Yes	No

Comcast Enterprise Services Sales Order Form
Ethernet Transport Services
Performance Tier (PT) Matrix

Metro	PA	CAR	CNM	CGA	CO	ETN	FPA	ATL	BOS	CHI	PHL	HOU	INDP	IND	JAC	MI	MAT	MTN	MN	NAL	NCA	OR	SFL	SCA	STN	SWF	SWT	UT	WA	WNE
Central & Western PA (PA)	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT2	PT3	PT3	PT3	PT4	PT2
Central Arkansas (CAR)	PT3	PT1	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT3
Central New Mexico (CNM)	PT3	PT3	PT1	PT3	PT2	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT4
Coastal Georgia (CGA)	PT3	PT2	PT3	PT1	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT4	PT2	PT2	PT2	PT3	PT4	PT3
Colorado (CO)	PT3	PT2	PT2	PT3	PT1	PT4	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3
Eastern Tennessee (ETN)	PT3	PT3	PT4	PT3	PT4	PT1	PT3	PT2	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT3	PT4	PT2	PT3	PT3	PT4	PT4	PT4
Florida Panhandle (FPA)	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT4	PT2	PT4	PT2	PT2	PT3	PT3	PT4	PT3
Greater Atlanta (ATL)	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT1	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT3
Greater Boston (BOS)	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT4	PT2
Greater Chicago (CHI)	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2
Greater Phil. & New Jersey (PHL)	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT1	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT2
Houston (HOU)	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT1	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3
Independence (INDP)	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3
Indiana (IND)	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Jacksonville (JAC)	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT2	PT4	PT3	PT2	PT3	PT3	PT4	PT3
Michigan (MI)	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT1	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Mid-Atlantic (MAT)	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT1	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT2
Middle Tennessee (MTN)	PT2	PT2	PT3	PT3	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT3
Minnesota (MN)	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3
Northern AL (NAL)	PT3	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT1	PT4	PT4	PT3	PT4	PT2	PT2	PT2	PT3	PT4	PT3
Northern CA (NCA)	PT4	PT3	PT3	PT4	PT2	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT1	PT2	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT4
Oregon & SW Washington (OR)	PT4	PT3	PT3	PT4	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT1	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT4
South Florida (SFL)	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT4	PT4	PT1	PT4	PT3	PT2	PT3	PT3	PT4	PT3
Southern California (SCA)	PT4	PT3	PT3	PT4	PT2	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT2	PT4	PT1	PT4	PT4	PT3	PT2	PT2	PT4
Southern TN & North GA (STN)	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT3	PT4	PT1	PT3	PT2	PT3	PT4	PT3
Southwest Florida (SWF)	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT4	PT3	PT1	PT3	PT3	PT4	PT3
SW TN & Northern MS (SWT)	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT1	PT3	PT3	PT3
Utah (UT)	PT3	PT3	PT3	PT3	PT2	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT1	PT2	PT4
Washington (WA)	PT4	PT3	PT3	PT4	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT2	PT4	PT2	PT4	PT4	PT3	PT2	PT1	PT4
Western New England (WNE)	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT4	PT1



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: May 17, 2018

Meeting Date: June 7, 2018

Name: Kevin Kirby

Department: Public Works

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Public Works - ROW Easement - Clay Electric - Bishop Corner

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item

Prepared by: CWW/LAH

Return to:
Clay Electric Cooperative, Inc.
Real Estate Division
Post Office Box 308
Keystone Heights, FL 32656

Clay Electric Property No: 8779900

Tax Parcel No.:03-5S-16-03464-001

RIGHT-OF-WAY EASEMENT
Clay Electric Cooperative, Inc.

GRANTORS, (whether singular or plural) **BOARD of COUNTY COMMISIONERS**

For COLUMBIA COUNTY, FLORIDA

SPACE ABOVE THIS LINE FOR RECORDING DATA

Whose mailing address is: **PO BOX 1529**

City **LAKE CITY** State **FLORIDA** Zip **32056**

in Consideration of one dollar and other good and valuable Considerations, the receipt of which is hereby acknowledged, do(es) hereby grant, bargain, sell And convey to Clay Electric Cooperative, Inc., a Florida Corporation, of P. O. Box 308, Keystone Heights, Florida, 32656, hereinafter called the “Cooperative”, its successors and assigns, a perpetual easement **TWENTY (20)** feet in width over, under, upon and across the Lands and real property situate, lying and being in the County of **COLUMBIA**, State of Florida, more particularly described as follows:

A Non-exclusive easement twenty (20) feet in width being ten (10) feet on each side of the centerline of an overhead electrical distribution system and associated facilities over, under, upon and across parcel of land lying in Section 3, Township 5 South, Range 16 East, Columbia County, Florida. Said parcel being more particularly described as follows:

BEGIN at the Northwest corner of the Northeast ¼ of the Southeast ¼ of Section 3, Township 5 South, Range 16 East, Columbia County, Florida and run North 89°15'50" East along the North line of said Northeast ¼ of the Southeast ¼ of Section 3 a distance of 1324.01 feet to the Northeast corner of said Northeast ¼ of the Southeast ¼ of Section 3; thence South 00°53'58" East along the East line of said Northeast ¼ of the Southeast ¼ of Section 3 a distance of 462.10 feet; thence North 76°06'58" West a distance of 698.02 feet; thence South 89°42'09" West a distance of 652.08 feet to a point on the West line of the Northeast ¼ of the Southeast ¼ of Section 3; thence North 00°17'51" West along said West line of the Northeast ¼ of the Southeast 1/4 of Section 3 a distance of 280.92 feet to the POINT OF BEGINNING. Containing 10.03 acres, more or less

together with a perpetual easement over, under, upon and across all streets, roads, alleys, easements and rights-of-way in any plat or subdivision of which the above described property is a part, to the extent of Grantor's interest therein. The right to construct, rebuild, operate, and maintain electric lines and systems on or under the above described lands; the right to inspect, repair, change, alter, improve, remove, and add to such facilities and systems as the Cooperative deems advisable, including, by way of example, and not by way of limitation, the right to alter, modify, increase or decrease the number and size of conduits, wires, voltage, poles, cables, down guys, transformers, transformer enclosures, regulators, and all necessarily related equipment; the right to cut, trim, remove, and control the growth of trees, shrubberies, and other plants in the easement area by all means available, and not prohibited by law, that may, in the judgement of the Cooperative, interfere with, threaten or endanger the operation and maintenance of the Cooperative's facilities and systems; the right to keep the easement clear of all buildings, structures or other obstructions except citrus trees and low-growing shrubbery that do not otherwise in the judgement of the Cooperative interfere with Cooperative's use of the easement and right-of-way; the right to license, permit, or otherwise agree to the joint use or occupancy of the easement, facilities or system whether over land or under ground by other utilities, persons, associations, or corporations, and the right to enter upon, cross, and use other lands of the Grantors to provide reasonable access to the easement granted herein. Grantor agrees that all equipment, poles, wire, facilities, and other tangible personal property, together with any other improvements to the easement and right-of-way installed by or on behalf of the Cooperative, shall remain the sole and exclusive property of the Cooperative, and shall not be subject to any interest or claim of Grantor. Grantor covenants with Grantee that he is lawfully seized of the land in fee simple, that he has good, right and lawful authority to grant, bargain, sell, and convey the land and the interest herein conveyed. Grantor reserves the right to use the underlying fee for farming, citrus grove, or pasture purposes, provided that such use shall not include the construction, placement or location of any structures in the easement area, nor any use that would, in the judgement of the Cooperative, interfere with the Cooperative's use and enjoyment of the easement. Grantor agrees that this right-of-way easement is perpetual and shall run with the land, and that any abandonment or interruption of the use of the easement and right-of-way shall not terminate or impair the interests hereby conveyed to the Cooperative.

IN WITNESS WHEREOF, the Grantors have hereunto affixed their hands and seals this _____ day of _____, 20 17 .

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

First, Witness Signature: _____	By: _____ (seal)
Also, Type/Print Name: _____	Type/Print Name TIM MURPHY and Title: Chairman
Second, Witness Signature: _____	Attest: _____ (seal)
Also, Type/Print Name: _____	Type/Print Name and Title: _____

STATE OF FLORIDA

COUNTY OF COLUMBIA

(Corporate Seal)

The foregoing instrument was acknowledged before me this _____ day of _____, 20 17

by **TIM MURPHY, Chairman** of **BOARD of COUNTY COMMISIONERS**

(Name of officer, partner or agent, and title, one or more) **For COLUMBIA COUNTY, FLORIDA**

(Name of corporation or partnership acknowledging)

a FLORIDA corporation, on behalf of the corporation. He/she is personally known to me or produced _____

as identification. (type of identification)

(Signature): _____ Notary Public

Also,
Type/Print Name: _____

Commission Expires: _____ Commission No. _____

(Notary Seal)

Prepared by: CWW/LAH

Return to:
Clay Electric Cooperative, Inc.
Real Estate Division
Post Office Box 308
Keystone Heights, FL 32656

Clay Electric Property No: 8779900

Tax Parcel No.:02-5S-16-03443-103

RIGHT-OF-WAY EASEMENT
Clay Electric Cooperative, Inc.

GRANTORS, (whether singular or plural) COLUMBIA COUNTY, FLORIDA
A POLITICAL SUBDIVISION of the STATE of FLORIDA

Whose mailing address is: PO BOX 1529
City LAKE CITY State FLORIDA Zip 32056

in Consideration of one dollar and other good and valuable Considerations, the receipt of which is hereby acknowledged, do(es) hereby grant, bargain, sell And convey to Clay Electric Cooperative, Inc., a Florida Corporation, of P. O. Box 308, Keystone Heights, Florida, 32656, hereinafter called the "Cooperative", its successors and assigns, a perpetual easement TWENTY (20) feet in width over, under, upon and across the Lands and real property situate, lying and being in the County of COLUMBIA, State of Florida, more particularly described as follows:

A Non-exclusive easement twenty (20) feet in width being ten (10) feet on each side of the centerline of an overhead electrical distribution system and associated facilities over, under, upon and across parcel of land lying in Section 2, Township 5 South, Range 16 East, Columbia County, Florida.
Said parcel being more particularly described as follows:
LOTS 2 AND 3 OF BISHOP CORNER, A SUBDIVISION ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 103, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA,

LESS AND EXCEPT THE NORTHERN 1.00 (ONE) ACRE OF LAND WHOSE SOUTHERN BOUNDARY RUNS PARALLEL TO THE BOUNDARY LINE BETWEEN LOTS 2 AND 3 ACCORDING TO PLAT RECORDED IN PLAT BOOK 5, PAGE 103, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.

together with a perpetual easement over, under, upon and across all streets, roads, alleys, easements and rights-of-way in any plat or subdivision of which the above described property is a part, to the extent of Grantor's interest therein. The right to construct, rebuild, operate, and maintain electric lines and systems on or under the above described lands; the right to inspect, repair, change, alter, improve, remove, and add to such facilities and systems as the Cooperative deems advisable, including, by way of example, and not by way of limitation, the right to alter, modify, increase or decrease the number and size of conduits, wires, voltage, poles, cables, down guys, transformers, transformer enclosures, regulators, and all necessarily related equipment; the right to cut, trim, remove, and control the growth of trees, shrubberies, and other plants in the easement area by all means available, and not prohibited by law, that may, in the judgement of the Cooperative, interfere with, threaten or endanger the operation and maintenance of the Cooperative's facilities and systems; the right to keep the easement clear of all buildings, structures or other obstructions except citrus trees and low-growing shrubbery that do not otherwise in the judgement of the Cooperative interfere with Cooperative's use of the easement and right-of-way; the right to license, permit, or otherwise agree to the joint use or occupancy of the easement, facilities or system whether over land or under ground by other utilities, persons, associations, or corporations, and the right to enter upon, cross, and use other lands of the Grantors to provide reasonable access to the easement granted herein. Grantor agrees that all equipment, poles, wire, facilities, and other tangible personal property, together with any other improvements to the easement and right-of-way installed by or on behalf of the Cooperative, shall remain the sole and exclusive property of the Cooperative, and shall not be subject to any interest or claim of Grantor. Grantor covenants with Grantee that he is lawfully seized of the land in fee simple, that he has good, right and lawful authority to grant, bargain, sell, and convey the land and the interest herein conveyed. Grantor reserves the right to use the underlying fee for farming, citrus grove, or pasture purposes, provided that such use shall not include the construction, placement or location of any structures in the easement area, nor any use that would, in the judgement of the Cooperative, interfere with the Cooperative's use and enjoyment of the easement. Grantor agrees that this right-of-way easement is perpetual and shall run with the land, and that any abandonment or interruption of the use of the easement and right-of-way shall not terminate or impair the interests hereby conveyed to the Cooperative.

IN WITNESS WHEREOF, the Grantors have hereunto affixed their hands and seals this day of ,20 18 .

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

First,
Witness Signature:

Also,
Type/Print Name:

Second,
Witness Signature:

Also,
Type/Print Name:

By:

Type/Print Name
and Title:

Attest:

Type/Print Name
and Title:

(seal)

TIM MURPHY
Chairman

(seal)

STATE OF COLUMBIA
COUNTY OF FLORIDA

(Corporate Seal)

The foregoing instrument was acknowledged before me this day of ,20 18
by TIM MURPHY, Chairman of COLUMBIA COUNTY, FLORIDA
(Name of officer, partner or agent, and title, one or more) A political subdivision of the State of Florida
(Name of corporation or partnership acknowledging)

a Florida corporation, on behalf of the corporation. He/she is personally known to me or produced (type of identification)
as identification.

(Signature): Notary Public
Also,
Type/Print Name:
Commission Expires: Commission No.

(Notary Seal)



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: May 18, 2018

Meeting Date: June 7, 2018

Name: Kevin Kirby

Department: Public Works

Division Manager's Signature: 

1. Nature and purpose of agenda item:

BOCC permission to enter private property

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item


☐

Discussion Item



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: May 18, 2018
To: Ben Scott, County Manager
From: Kevin Kirby, Assistant County Manager 
RE: Entering Private Property

I am seeking permission to enter private property located at 100 SW Remington Ct. for the purpose of performing drainage work.

Attached are photos and the appropriate Hold Harmless Agreement.

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

GENERAL RELEASE AND HOLD HARMLESS AGREEMENT

The undersigned private property owner, Howell, Jeffrey, and COLUMBIA COUNTY, FLORIDA, by and through its representative Blake Smith, "County", hereby agree as follows:

WHEREAS, Owner agrees for County to enter upon Owner's property identified as 100 SW Remington Ct. for the purpose of drainage work.

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

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

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

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

Dated this 5/17/18 day of May, 2018.



PROPERTY OWNER SIGNATURE



COLUMBIA COUNTY REPRESENTATIVE
Blake Smith, Operations Superintendent





COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: May 18, 2018

Meeting Date: June 7, 2018

Name: Kevin Kirby

Department: Public Works

Division Manager's Signature: 

1. Nature and purpose of agenda item:

BOCC permission to enter private property after the fact.

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item


☐

Discussion Item



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: May 18, 2018
To: Ben Scott, County Manager
From: Kevin Kirby, Assistant County Manager 
RE: Entering Private Property

I am seeking permission after the fact to enter private property for removal of a dangerous tree. The property is located at 1871 SE Baya Drive. Attached are pictures depicting the condition.

The appropriate Hold Harmless Agreement was obtained.

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

GENERAL RELEASE AND HOLD HARMLESS AGREEMENT

The undersigned private property owner, Huddleston, Andy, and COLUMBIA COUNTY, FLORIDA, by and through its representative Rick Coulombe, "County", hereby agree as follows:

WHEREAS, Owner agrees for County to enter upon Owner's property identified as 1871 SE Baya Dr. for the purpose of tree removal.

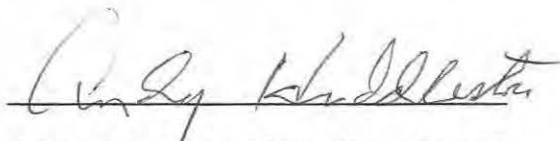
WHERE, Owner authorizes County to enter upon Owner's private property and release County from liability as a result thereof, and

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

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

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

Dated this 16TH day of MAY, 2018.


PROPERTY OWNER SIGNATURE


COLUMBIA COUNTY REPRESENTATIVE
Rick Coulombe, Tree Crew Foreman





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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: May 31, 2018

Meeting Date: June 7, 2018

Name: Kevin Kirby

Department: Public Works

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Permission to enter private property for driveway repair.

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: May 31, 2018
To: Ben Scott, County Manager
From: Kevin Kirby, Assistant County Manager
RE: Entering Private Property

A handwritten signature in blue ink, appearing to be 'K. Kirby', is written over the 'From:' line of the memo header.

I am requesting permission to enter private property located at 380 Steedley Rd. for the purpose of driveway repair. The road has been elevated to alleviate drainage issues but has created an inverse transition at the driveway.

We will enter private property to correct the inverse transition.

The appropriate Hold Harmless Agreement will be obtained.

Your consideration is appreciated.



Columbia County Property Appraiser

Jeff Hampton - Lake City, Florida 32055 | 386-758-1083

PARCEL: 23-4S-16-03100-007 - SINGLE FAM (000100)

COMM NW COR OF SW1/4, RUN E 811.25 FT FOR POB, CONT E 561.66 FT, S 273.75 FT, W 242.83 FT, S 305.27, W 318.83 FT N 576.58 FT TO POB. 779-823, 863-1768.

NOTES:

Name:	HARRINGTON KENNETH L & JOETTA		2017 Certified Values	
Site:	380 SW STEEDLEY DR	Land		\$29,540.00
Mail:	380 SW STEEDLEY DRIVE	Bldg		\$108,499.00
	LAKE CITY, FL 32024	Assd		\$120,915.00
Sales	8/20/1993	Exmpt		\$50,000.00
Info	5/1/1984		Cnty:	\$70,915
		Taxbl	Other:	\$70,915 Schl: \$95,915









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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: May 31, 2018

Meeting Date: June 7, 2018

Name: Kevin Kirby

Department: Public Works

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Permission to enter private property for driveway repair.

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: May 31, 2018
To: Ben Scott, County Manager
From: Kevin Kirby, Assistant County Manager
RE: Entering Private Property

A handwritten signature in blue ink, appearing to be 'K Kirby', is written next to the 'From' line of the memo.

I am requesting permission to enter private property located at 201 Levi Way for the purpose of driveway repair. Run off from the county road is creating a wash out condition on the driveway.

We will enter private property and install a load of rock to alleviate the condition.

The appropriate Hold Harmless Agreement will be obtained.

Your consideration is appreciated.

Assigned To: Graders
Date Received: 05/24/2018
Call Received By: aloch

70444

Caller: Officer Tillie
Phone: 965-7007
Address: (WATSON/LEVI)-DISTRICT 5
Source: Citizen

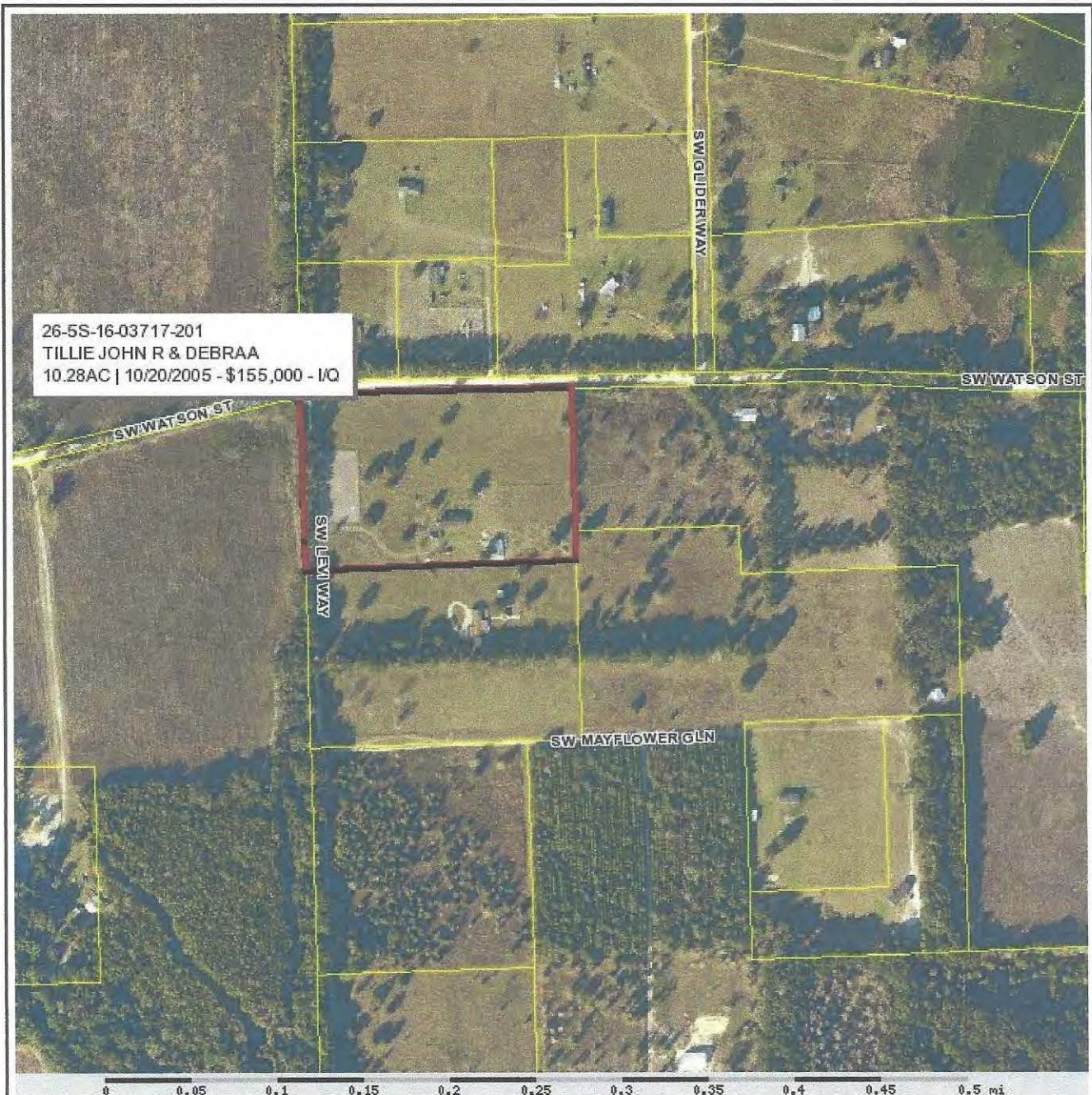
Directions:

Road: WATSON/DISTRICT: 5

Concern: Call first would to meet on site whenb you assess-
Road is washing out and washing into his property
on 201 SW Levi(Private)- Please assess and repair.

Date Resolved:

Corrective Action:



Columbia County Property Appraiser

Jeff Hampton - Lake City, Florida 32055 | 386-758-1083

PARCEL: 26-5S-16-03717-201 - IMPROVED A (005000)

(AKA LOT 1 K & K TIMBER S/D UNREC) COMM SW COR, RUN N 2563.25 FT FOR POB, CONT N 524.02 FT TO S R/W WILLIAMS RD, ELY ALONG R/W 832 FT MOL, S 538.02 F

Name: TILLIE JOHN R & DEBRA A

Site: 201 SW LEVI WAY

Mail: 201 SW LEVI WAY
FT WHITE, FL 32038

Sales 10/20/2005

Info 2/21/2002

\$155,000.00 I / Q

\$35,000.00 V / Q

2017 Certified Values

Land	\$6,049.00
Bldg	\$49,005.00
Assd	\$67,584.00
Exmpt	\$42,584.00
	Cnty: \$25,000
Taxbl	Other: \$25,000 Schi: \$42,584

NOTES:



This information updated: 4/24/2018, was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: May 31, 2018

Meeting Date: June 7, 2018

Name: David Kraus

Department: Grants Management

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

Apply for a RIF grant to work with City on sewer capacity issues and apply for an EDA grant to add utilities to the Bell Road paving 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

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

DATE: May 31, 2018

TO: Columbia County Board of County Commissioners

FR: David Kraus, Risk manager 

RE: Grant Applications

The County has been working with the City of Lake City on utility concerns that could impact our economic development efforts. At this time, staff requests the Columbia County Board of County Commissioners authorize the application for two grants. Both grants applications are time sensitive.

- 1) Rural Infrastructure Fund (RIF) – The County and City would file an application for a \$50,000 grant to fund a sewer capacity flow study of the City's collection lines from Bell Road to the St. Margaret Street Wastewater Treatment Plant. Available sewer capacity for this area is not limited by the Plant capacity, but rather by restrictions in the sewer collection system. County staff would work with the City and their approved consultant to identify areas in the collections system to modify that would increase the sewer capacity for the Bell Road area. The RIF grants typically require a 33% match for Rural Areas of Opportunities (RAO), however, a waiver of the match can be requested.
- 2) Economic Development Administration (EDA) – The County proposes to submit and EDA grant application for the design, engineering and construction of utilities and roadwork related to the Bell Road project. The County currently has plans to pave Bell Road. This grant would allow the County to install water, sewer and gas lines at the time of the paving project. Staff proposes to use the Bell Road paving project as the match for the EDA grant.

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