



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: 3/8/2018 Meeting Date: 3/15/2018

Name: David Kraus Department: Private Utilities

Division Manager's Signature:

Ben Scott

1. Nature and purpose of agenda item:

Consolidated Water Works has sold the water system serving Suwannee Valley Estates to Florida Utility Services 1, LLC. The new owner plans to operate the system as Suwannee Valley Utilities, LLC. However, the BOCC is required to approve the transfer of ownership under County Ordinance.

2. Recommended Motion/Action:

There is no recommended motion or action.

3. Fiscal impact on current budget.

This item has no effect on the current budget.



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

DATE: March 8, 2018

TO: Columbia County Board of County Commissioners

FR: David Kraus, Risk manager 

RE: Transfer Ownership of Suwannee Valley Water System

Consolidated Water Works, Inc. under Espenship Properties, LLC, owned the private investor owned water system (regulated by Columbia County) that served the Suwannee Valley Estates subdivision. On June 6, 2017, Florida Utility Services 1, LLC under the name Suwannee Valley Utilities, LLC, purchased this water system and began operations of this system. On February 20, 2018, Florida Utility Services 1 submitted a request to the Columbia County Board of County Commissioners to approve the transfer of the franchise agreement.

In addition, they have requested a rate adjustment. The Board of County Commissioners needs to consider Florida Utility Services 1's request for a rate adjustment separately from the ownership transfer. The process for the rate case requires a Customer Meeting and Utility Committee consideration prior the Board taking action. I have currently working with Florida Utility Services 1 to schedule this process. Michael Smallridge is the managing member of the company.

Ordinance 2007-15 Section 6(R) states that:

No utility shall sell, assign or otherwise transfer its Franchise, its System facilities or any portion thereof...without determination and approval from the Board that the proposed sale, assignment, or transfer is in the public interest and that the buyer, assignee or other transferee can and will fulfill the commitments, duties and obligations of the existing Utility including, but not limited to, the terms of the proposed transferor's franchise.

In May of 2015, Consolidated Water Works, Inc. informed the County that this system was operating at a loss "exacerbated" by the Sparr/Beth HMGP project and that it was "becoming unfeasible for Consolidated to continue water service in this area". Consolidated Water Works did not have the financial resources to make repairs to the system. Since beginning operations, Florida Utility Services 1 has made the necessary repairs needed to improve the condition of the system including replacing the well pump. Additionally, Florida Utility Services 1 has the required capital to operate the system. Florida Utility Services 1 has not adjusted the existing rates since taking over daily operations.

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

Florida Utility Services 1 owns or is the receiver of water and wastewater systems in over 10 locations across Florida and is located in Holiday, Florida. They own the College Manor water system and have been appointed by the court as the receiver of the Lance Utility water system. Florida Utility Services 1 has included the appropriate paperwork and financial documents to demonstrate their ability to operate the Suwannee Valley Water system.

Staff has reviewed the Request for Transfer and feels that:

- a) The application is made in good faith;
- b) The transferee has sufficient resources;
- c) The proposed transferee is able to achieve compliance with applicable laws, ordinances and rules;
- d) The economic impact on the customer base is negligible as the existing usage rates has remained and any rate increase will be considered via a rate case;
- e) The transferee has knowledge and experience in providing water services;
- f) The transfer will not impact land use and therefore the application will not impact the compliance and compatibility with the County's master land use plan, including capital improvements element;
- g) The transfer of the franchise will be in the public's best interest in providing long term viability of the Suwannee Valley water system;
- h) The application is complete.

Florida Utility Services 1 operates each of their utility systems as independent entities. Consolidated Water Works, Inc. separated this water system from an existing utility franchise before the sale of the system and the water system now operates under a new independent firm, Suwannee Valley Utilities, LLC. The Board of County Commissioners should consider authorizing the County Attorney to have executed a new provisional franchise agreement for Suwannee Valley Utilities, LLC as part of the transfer of ownership.

Ordinance 2007-15 Section 6 (I) states that:

Following a determination by the Board that the application is complete and the identification of the Official Date of Filing, the Board may grant, deny or amend the application upon such conditions as it deems proper and after requiring such further relevant information as it deems necessary.

Staff recommends that the Columbia County Board of County Commissioners establish the Official Date of Filing as February 20, 2018 and that the Columbia County Board of County Commissioners grant the application for Transfer of Franchise, Facilities or Control to Florida Utility Services 1, LLC effective immediately. Furthermore, staff recommends that the Columbia County Board of County Commissioners authorize the County Attorney to have executed a Provisional Franchise Agreement.

FLORIDA UTILITY SERVICES 1, LLC

3336 GRAND BOULEVARD • SUITE 102 • HOLIDAY, FLORIDA 34690
352-302-7406 • MIKE@FUS1LLC.COM

February 20, 2018

David Krause
Columbia County Board of County Commissioners
263 N.W. Lake City Ave.
Lake City, FL. 32056

RE: Application to Transfer a Franchise, Facilities or Control by Suwannee Valley Utilities, LLC.

Dear Mr. Krause:

In accordance with Columbia County Ordinance 2007-15 Section 6(R), Suwannee Valley Utilities, LLC hereby submits the enclosed Application for transfer of the Suwannee Valley water system previously owned by Consolidated Water Works for consideration by the Board of County Commissioners.

In accordance with Florida Administrative Code 25-30.444, the utility is submitting a request to establish a reserve account for future replacement of utility infrastructure. The purpose of a reserve account is to minimize the need for the utility to file multiple rate requests for future infrastructure repair or replacement projects in the existing distribution system that is nearing the end of its useful life or is detrimental to water quality or reliability of service. The newly created reserve account will be reported as a line item on the annual report and the utility would seek written authorization from Columbia County before disbursement of any funds from the reserve account.

In the proposed rate structure, the utility is seeking reimbursement for replacing the well pump (invoice enclosed) and to add one pro-forma item to replace the customer meters, install new curb stops and meter boxes (invoice enclosed).

As always, please feel free to call or email with any question or comments.

On behalf of the utility,


Michael Smallridge

A Request for Authorization to Transfer a Franchise, Facilities or Control.

1. The complete name and address of the seller;

**CONSOLIDATED WATER WORKS, INC
SUWANNEE VALLEY SYSTEM
P.O. BOX 40326
JACKSONVILLE, FL. 32203**

2. The complete name and address of the buyer;

**FLORIDA UTILITY SERVICES 1, LLC
3336 GRAND BLVD. SUITE # 102
HOLIDAY, FL. 34690
863-904-5574
MIKE@FUS1LLC.COM**

3. The nature of the buyer's business organization.

**LIMITED LIABILITY CORPORATION.
SUWANNEE VALLEY UTILITIES, LLC**

4. The name and address of all of the buyer's corporate officers, directors, partners or any other Person(s) who will own an interest in the Utility.

MICHAEL SMALLRIDGE IS THE SOLE MANAGING MEMBER OF FLORIDA UTILITY SERVICES 1, LLC AND SUWANNEE VALLEY UTILITIES, LLC

5. The date and state of incorporation or organization of the buyer.

**SUWANNEE VALLEY UTILITIES, LLC WAS INCORPORATED IN THE STATE OF FLORIDA ON
5/16/2017**

6. The names and location of any other water or wastewater Systems owned by the buyer or entities in any way affiliated with the buyer.

1. CHARLIE CREEK UTILITIES, LLC- HARDEE COUNTY
2. PINECREST UTILITIES, LLC- POLK COUNTY
3. WEST LAKELAND WASTEWATER, LLC-POLK COUNTY
4. MCLEOD GARDENS UTILITIES, LLC-POLK COUNTY
5. EAST MARION UTILITIES, LLC- MARION COUNTY
6. CRESTRIDGE UTILITIES, LLC- PASCO COUNTY
7. HOLIDAY GARDENS UTILITIES, LLC-PASCO COUNTY
8. ORANGE LAND UTILITIES, LLC- PASCO COUNTY
9. HEATHER HILLS UTILITIES, LLC-MANATEE COUNTY
10. LAKE YALE UTILITIES, LLC-LAKE COUNTY

7. A list of penalties, fines, and regulatory procedures imposed within the last five years on the buyer or any related entities resulting from the operation of water and/or wastewater Systems, wherever located.

NONE.

8. A detailed list of all governmental regulatory entities, with addresses, phone numbers and e-mail information for appropriate contact persons or departments of such entities, having regulatory jurisdiction over any aspect of the business of the seller and buyer or any of its affiliates.

**FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BLVD.
TALLAHASSEE, FL. 32399**

9. A copy of the contract for sale.

COPY OF PURCHASE AGREEMENT ATTACHED AS EXHIBIT "A."

10. A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of non-regulated operations or entities; and a description of all consideration of any kind to be exchanged between the parties, or individuals employed or to be employed by either party.

BUYER WILL ASSUME THE LIABILITIES OF THE CUSTOMER DEPOSITS. THERE ARE NO NON-REGULATED OPERATIONS OR ENTITIES. OTHER THAN THE PURCHASE PRICE, THERE IS NO CONSIDERATION OF ANY KIND.

11. The contract for sale shall also provide for the disposition, where applicable, of the following:

CUSTOMER DEPOSITS OF RECORD WILL BE ASSUMED BY THE BUYER. SELLER TRANSFERRED CUSTOMER DEPOSIT BALANCE TO BUYER. COPY OF CHECK AS EXHIBIT "B". THERE ARE NO GUARANTEED REVENUE CONTRACTS, DEVELOPER AGREEMENTS, CUSTOMER ADVANCES AND LEASES. THE UTILITY HAS NO NOTED DEBT.

12. A statement describing the financing of the purchase price in detail.

THERE IS NO FINANCING INVOLVED. THIS IS A CASH SALE.

13. A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water or wastewater operations, a showing of the buyer's financial ability to provide Service, and a statement that the buyer will fulfill the Commitments, obligations and representations of the seller with regard to all Utility matters.

THE BUYER WILL FULFILL THE COMMITMENTS, OBLIGATIONS AND REPRESENTATIONS OF THE SELLER WITH REGARD TO ALL UTILITY MATTERS.

THE TRANSFER IS IN THE PUBLIC INTEREST BECAUSE THE BUYER IS ABLE TO PROVIDE THE REQUIRED CAPITAL TO ASSURE CONTINUED OPERATION OF THE UTILITY, ALONG WITH THE APPLICABLE EXPERIENCE IN UTILITY OPERATION TO ENSURE CUSTOMERS OF THE UTILITY ARE SUPPLIED WITH SAFE POTABLE WATER IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

THE BUYER'S FINANCIAL ABILITY TO PROVIDE SERVICE IS HEREBY ATTACHED AS EXHIBIT "C"

14. A list of all entities providing funding to the buyer, and an explanation of the manner and amount of such funding, which shall include financial statements of the lender or equity investor and copies of any financial agreements with the Utility.

N/A

15. The proposed net book value of the System as of the date of the proposed transfer. If rate base has been established by the Board, state the order number and date issued and identify all adjustments made to update this rate base to the date of transfer and provide a certified copy of the order.

TBD

16. If the books and records of the seller are not available for inspection by the Board or are not adequate for the purpose of establishing the net book value of the System, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Board and detailing the steps taken to obtain the books and records.

THE BUYER HAS OBTAINED THE BOOKS AND RECORDS OF THE SELLER.

17. A statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the Utility was first established or rate base was last established by the Board, or if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.

THE BUYER HAS OBTAINED THE TAX RETURNS OF THE SELLER.

18. A statement from the buyer that after reasonable investigation, the System being acquired is in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (the "DEP"), the applicable water management district and any other entity possessing regulatory authority, or, if the System is in need of repair or improvement, has any outstanding Notice of Violation, has any outstanding consent order from a regulatory authority or is otherwise not in compliance with any applicable law, rule, ordinance, permit or other requirement, the buyer shall provide a list of improvements and repairs needed and the approximate cost to make them, a list of the action taken by the Utility with regard to the violation, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost to make them and a schedule of when and how the improvements are to be made and a list of any improvements or repairs necessary to achieve compliance with any other applicable requirement, the cost thereof and schedule for achieving compliance.

AT THE TIME OF THIS APPLICATION, THE UTILITY IS IN COMPLIANCE WITH THE RESPECTIVE REGULATORY AGENCIES.

19. Evidence that the Utility owns the land upon which Utility facilities are located, or a copy of the agreement which provides for the continued, unencumbered use of the land, such as a ninety-nine (99) year Lease.

COPY OF WARRANTY DEED AS EXHIBIT "D"

20. A statement regarding the disposition of any outstanding regulatory and franchise fees, fines or refunds owed.

SELLER AND BUYER ARE NOT AWARE OF ANY FINES OR REFUNDS OWED.

21. The original and two copies of sample tariff sheets reflecting the proposed change in ownership.

THE ORIGINAL AND TWO COPIES ARE PROVIDED AS EXHIBIT "E"

22. The Utility's current Franchise(s), or if not available, provide an explanation of the steps the applicant took to obtain the Franchise(s).

SELLER WAS UNABLE TO FIND A COPY OF THE FRANCHISE AGREEMENT.


MICHAEL SMALLRIDGE – APPLICANT

2-20-18
DATE

EXHIBIT "A"

AGREEMENT FOR PURCHASE AND SALE OF WATER ASSETS

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER ASSETS ("Agreement") is entered into by and between Florida Utility Services 1, LLC, whose mailing address is 3336 Grand Blvd Suite #102, Holiday, Florida 34690 ("Buyer") and Consolidated Water Works, INC, whose mailing address is P.O. Box 40326 Jacksonville, FL. 32203, ("Seller") (collectively "the Parties").

Seller agrees to sell, and Buyer agrees to buy the utility system commonly known as Suwannee Valley Estates ("Utility System"), pursuant to the following terms and conditions:

1. The Utility System includes Seller's domestic potable water and wastewater supply, transmission, distribution system which includes the Seller's certificated franchise service area that provides water service customers in Columbia County, Florida.

2. This is a purchase of assets only. The Purchased Assets shall mean (a) all of Seller's rights, title, and interest in and to all assets, business properties, and rights, both tangible and intangible, constituting the Utility System; (b) the real property and interests in real property owned and held by Seller, in fee simple, as identified in Exhibit "A" to this Agreement ("Real Property"); (c) an assignment of all rights described in any recorded restrictions, including the right to charge, collect and lien against any lot for nonpayment; (d) all easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, canals, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Utility System; (e) all water and wastewater distribution facilities, water treatment facilities, wells, of every kind and description whatsoever that constitute part of the Utility System, including but not limited to generators, pumps, plants, tanks, transmission mains, distribution mains, supply pipes, collection pipes or facilities, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Seller and used in connection with the Utility System, wherever they may be stored, together with all additions or replacements thereto; (f) all certificates, permits, license rights, consents, grants, leaseholds, and similar rights relating to the construction, maintenance, and operation of the Utility System and its plants and systems for the procuring, storage and distribution of potable water, every right of every character whatever in connection therewith, subject to the obligations thereof (collectively, the "Certificates"); and (g) all water rights, flowage rights and all renewals, extensions, additions or modifications of any of the foregoing; together with all rights granted to Seller under the foregoing Certificates.

3. Purchased Assets shall also include: (a) all items of inventory owned by Seller on date this agreement is executed by Seller, for use in connection with the maintenance and operation of the Utility System, which inventory shall not be unreasonably depleted prior to the Closing date, including without limitation, all meters, chemicals, and other materials and supplies used by Seller; (b) all supplier lists, customer records, receipts for payment of connection charges, prints, blueprints, plans, engineering

reports, specifications, shop drawings, equipment manuals, maps, and other information in Seller's possession, including any rights of Seller to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper and electronic form; (c) all sets of drawings, showing all facilities of the Utility System, including all original tracings, maps, or other reproducible materials in Seller's possession, including any rights of Seller to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper and electronic form; (d) any Developer Agreements; (e) all equipment, computers, software, office equipment, intellectual property owned or licensed by Seller and other personal property owned by Seller and used by Seller in connection with the operation of the Utility System. Seller shall prepare and deliver to Buyer a list of personal property to be conveyed at closing, 5 days prior to closing, for Buyer's review and approval.

4. Buyer and Seller shall agree, prior to closing, on the method of calculating and transferring to Buyer the balance of the operating accounts of the Utility System, together with all customer deposits and accounts receivables for the Utility System; the monthly expenses shall be paid in full for the last month for which Seller retains the receivables for that month's billing.

5. The following "Excluded Assets" are excluded from the Purchased Assets: (a) escrow and other Seller provisions for payment of federal and state taxes and other obligations to governmental entities; (b) seller shall be responsible for paying any such taxes and other obligations, to the extent that they are due from the operation of the Utility System prior to the Closing Date.

6. Name of New Entity. Buyer shall utilize, and may acquire title in the names "Suwannee Valley Utilities, LLC" and no infringement shall be claimed by Seller.

7. Buyer shall assume all obligations and liabilities arising from the operation of the Utility System after the day of Closing, under the Certificates or under contracts or commitments expressly assumed by Buyer. Seller warrants that there are no known contracts to be assumed by Buyer. Buyer does not assume and shall not be liable for any expense, assessment, exposure, fine, penalty, liability, act or omission of Seller of any kind whatsoever imposed or required by any third party (including any federal, state, or local authority), whether known or unknown, whether contingent, liquidated or unliquidated, and whether arising or accruing under contract, tort, or pursuant to statute, rule, ordinance, law, regulation or otherwise. Without limiting the foregoing, Buyer shall not be liable for any liabilities to the extent that they are based upon or arise out of any violation of law, breach of permit obligation, breach of contract, tort, or other act or omission of Seller occurring prior to the Closing Date. Seller shall remain liable for and shall pay, perform or discharge all of Seller's liabilities and obligations, other than liabilities and obligations assumed by Buyer.

8. **Purchase Price.** On the Closing Date, Buyer shall pay to Seller, subject to the additions, adjustments and pro-rations referenced in this Agreement the purchase price of \$6,500.00. ("Purchase Price").

9. **Warranties.** Seller represents and warrants to Buyer that the execution and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Seller, the Articles of Incorporation or By-Laws of Seller, nor any indenture, agreement, or other instrument to which Seller is a party, or by which it is bound. Seller has exclusive possession and marketable title to all

Real Property. The Purchased Assets are not subject to any mortgage, pledge, lien, charge, security interest, or encumbrance and Seller shall, at closing deliver title to such personal property free and clear of all debts, liens, pledges, charges or encumbrances whatsoever.

10. Environmental Law Compliance. Seller warrants that the Utility is in material compliance with all applicable Environmental Laws, including any federal, state, or local statute, regulation, or ordinance, relating to the protection of human health or the environment in effect as of the Closing Date and includes, but is not limited to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Safe Drinking Water Act, (42 U.S.C. § 300f et seq.), as such have been amended or supplemented as of the Closing Date, the regulations promulgated pursuant thereto, and any conditions and requirements contained in any permits possessed by Seller from any federal, state or local agencies necessary to operate the Utility System.

11. Seller warrants there are no current actions, suits or proceedings at law or in equity pending or, to Seller's knowledge, threatened against the Seller or the Utility before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Utility System or any of the Purchased Assets or the Seller's right and ability to make and perform its obligations under this Agreement; nor is the Seller aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. Seller is not in material default with respect to any permit, order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Utility System or any of the Purchased Assets. Seller agrees and warrants that it shall have a continuing duty to disclose up to and including the Closing Date the existence and nature of all pending judicial or administrative suits, actions, proceedings and orders which in any way relate to the operation of the Utility System.

12. Title Insurance. At least seven (7) days prior to the Closing, Seller shall, through a title insurance agent of Buyer's choice (the "Title Agent"), cause a current title insurance commitment to be issued by a title insurance company authorized to conduct business in Florida (the "Title Insurer"), and delivered to Buyer and Seller. The cost of the title insurance commitment and title insurance policy shall be borne by Buyer. The title insurance commitment shall commit the Title Insurer to issue owner's title insurance policies to Buyer covering the Real Property (substantially in accordance with the ALTA Standard Owner's Form B), reflecting title to the Real Property to be insurable, subject only to Permitted Encumbrances, as defined below, and encumbrances acceptable to Buyer, in Buyer's sole discretion; provided, however, that the Title Insurer shall delete the standard exceptions customarily deleted for such items as material man's liens, survey, and mechanic's liens. Seller shall execute at or prior to Closing, in favor of Buyer and the Title Agent the appropriate mechanic's lien affidavit and "Gap" affidavit sufficient to allow the Title Agent to delete all standard exceptions addressed by such affidavits.

13. Buyer shall notify Seller in writing prior to closing of any material defect in Seller's title to the Real Property, other than those accepted herein and the Permitted Encumbrances. Seller shall have thirty (30) days after receipt of Buyer's notice to eliminate the objections to title set forth in Buyer's notice. However, in no event shall Seller be required to bring suit or expend any sum in excess of \$5,000 in the aggregate to cure title defects (exclusive of mortgages against the Real Property) that Seller has an obligation to discharge on or before Closing pursuant to the terms of this Agreement. If Seller fails to deliver title as herein provided, then Buyer may accept whatever title Seller is able to convey with no abatement of the Purchase Price; or reject title and terminate this Agreement with no further liability to either Buyer or Seller. Buyer shall have the right, but not the obligation, to do such surveys on the Real Property as Buyer desires. Surveys procured by Buyer shall be at the sole cost and expense of Buyer. Title Agent shall deliver, promptly after Closing, the title insurance policy issued on the binder. "Permitted Encumbrances" include present and future building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Real Property and the use thereof.

14. **Conditions Precedent to Closing.** This contract is contingent upon The Columbia County Board of County Commissioners agreeing to the transfer of application for Suwannee Valley Utilities, LLC. The sale, assignment and transfer of the utility's certificate of authorization, facilities and equipment is contingent upon approval. In the event the Columbia County Board of County Commissioners does not approve the sale and transfer of the Certificate of Authorization to Buyer, Seller shall cooperate in Buyer's continued operation of the system, until the expiration of such time as the Columbia County Board of County Commissioners approves said transfer to Buyer, or any other applicant proposed by Buyer or 2 years elapses from date of closing to approve such sale and transfer, whichever event occurs first.

15. **Documents to be Provided by Seller.** Seller shall provide Buyer all plans and specifications showing the Utility System, together with a map showing the Utility System and appurtenances as now constructed; any contracts or leases; all documents identifying equipment, tools, parts and all other personal property owned or used by Seller in connection with the operation of the Utility System; a schedule and copies of documents reflecting the rates, fees and charges currently being collected by Seller; copies of all permits, applications, or other documents, together with effective dates and expiration dates (if any), issued to Seller by all applicable governmental authorities including, but not limited to: (a) the Florida Department of Environmental Protection, (b) the United States Environmental Protection Agency, and (c) the Southwest Florida Water Management District; a list of all customers, customer deposits and accounts receivable by name and account number, setting forth the amount of each individual deposit and receivable and their aggregate totals and identifying each deposit as refundable or non-refundable; all warranties held by Seller with respect to completed, or in progress, construction work with respect to the Utility System, in addition to a copy of all warranties relating to the Purchased Assets; any and all effective insurance policies with respect to the Purchased Assets and Utility System; all deed and other evidence of ownership or rights to the Real Property identified in Exhibit "A"; all surveys of the Real Property, if any; all easements, licenses, prescriptive rights and rights-of-way identified in Exhibit "A"; all environmental permits and applications; and all payroll and/or

invoices for all office personnel, operators and field employees and the employee benefit plan for such employees and such other information relating to employees as may be requested by Buyer or its contract operator.

16. **OBLIGATIONS OF SELLER.** The risk of any loss of the Purchased Assets shall remain with Seller until closing. Seller shall not enter into any new contracts or obligations without Buyer's written consent.

17. **TERMINATION.** Buyer shall have the right to terminate this Agreement for any material defect or problem revealed including, but not limited to, any terms of the Seller's contracts which would cause a material adverse change in the long term operation of the Utility System or the Purchased Assets from the current operation.

18. **CLOSING.** This transaction shall be closed on or before May 30, 2017 unless extended by both parties. At Closing (a) Buyer shall pay the Purchase Price, recording costs, documentary and intangible tax on mortgage; (b) the parties shall execute such documents as are necessary to meet the conditions described herein; (c) title to the Real Property shall be conveyed to Buyer by Warranty Deed free of all claims, liens, or encumbrances whatsoever, other than Permitted Encumbrances. Title to the remaining Purchased Assets shall be conveyed to Buyer by Bill of Sale free of all claims, liens, or encumbrances, whatsoever, other than Permitted Encumbrances; (d) Seller shall assign its right, title and interest in those easements, licenses, etc. identified in Exhibit "A."

19. **Closing Costs:** (a) recording fees to record the deeds and any other instruments necessary to deliver title to the Buyer shall be paid by the Buyer; (b) each of the parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants incurred in connection with the negotiation and execution of this Agreement; (c) Seller shall be responsible for all costs for services, materials and supplies rendered in connection with the operation of the Utility System prior to and including the day of Closing including, but not limited to, electricity, purchased water or telephone service and other such services, materials and supplies ("Accounts Payable"). Buyer shall be responsible for all such costs and expenses incurred subsequent to Closing. (d) Seller shall convey to Buyer by check all customer deposits, cash on hand, and interest accumulated thereon through the day of Closing. Buyer shall assume liability for customer deposits which are conveyed to Buyer by Seller at Closing. (e) Seller warrants that Seller is not prohibited by decree or law from entering into this transaction, there are no legal actions or proceedings that hinder the ability of Seller to close the transaction, nor are there any pending against the Utility.

20. **Post-Closing Cooperation.** After Closing, Seller and Buyer shall upon reasonable request of the other execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to implement and perform any of the obligations, covenants and agreements of the parties. The terms of this Agreement shall survive closing.

21. **MISCELLANEOUS PROVISIONS.** This Agreement constitutes the entire agreement between the parties. In the event of any litigation that arises between the parties with respect to this Agreement, each party shall bear their own attorney fees and costs. This Agreement may be modified only in writing. This Agreement shall be governed by the laws of the State of Florida with venue shall be in Columbia County,

Florida. Except as provided for herein, this Agreement may not be assigned without the prior written consent of the non-assigning party, except that Buyer shall create a new LLC and Buyer may assign all of its rights to the new entity without any further consent by Seller. If properly assigned, this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

a. IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

<u>Michael Smallridge</u>	<u>4/5/2017</u>
Buyer	Date
<u>Sear A. Espenship</u>	<u>4/24/2017</u>
Seller	Date

EXHIBIT A- REAL PROPERTY

Lot 13 Block C Suwannee Valley Estates and all improvements situated thereon.

Any and all other real property, including easements, whether platted or not, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, canals, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Utility System.

Columbia County Property Appraiser

updated: 3/2/2017

2016 Tax Year

Parcel: 22-2S-16-01718-008

<< Next Lower Parcel Next Higher Parcel >>

Tax Collector

Tax Estimator

Property Card

Parcel List Generator

2016 TRIM (pdf)

Interactive GIS Map

Print

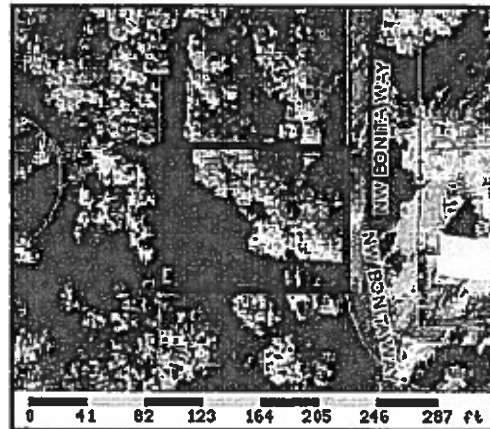
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Owner & Property Info

Owner's Name	ESPENSHIP PROPERTIES LLC		
Mailing Address	1619 6TH ST SOUTH JACKSONVILLE BEACH, FL 32250		
Site Address	SUWANNEE VALLEY EST ✓		
Use Desc. (code)	VACANT (000000)		
Tax District	3 (County)	Neighborhood	22216
Land Area	0.275 ACRES	Market Area	03
Description	NOTE: This description is not to be used as the Legal Description for this parcel in any legal transaction. LOT 13 BLOCK C SUWANNEE VALLEY ESTATES S/D. ORB 454-518, 515-636, WD 1033-2142, QCD 1138-1984,		



Property & Assessment Values

2016 Certified Values		
Mkt Land Value	cnt: (0)	\$7,581.00
Ag Land Value	cnt: (1)	\$0.00
Building Value	cnt: (0)	\$0.00
XFOB Value	cnt: (0)	\$0.00
Total Appraised Value		\$7,581.00
Just Value		\$7,581.00
Class Value		\$0.00
Assessed Value		\$7,581.00
Exempt Value		\$0.00
Total Taxable Value	Cnty: \$7,581 Other: \$7,581 Schl: \$7,581	

2017 Working Values (... Hide Values)		
Mkt Land Value	cnt: (0)	\$7,581.00
Ag Land Value	cnt: (1)	\$0.00
Building Value	cnt: (0)	\$0.00
XFOB Value	cnt: (0)	\$0.00
Total Appraised Value		\$7,581.00
Just Value		\$7,581.00
Class Value		\$0.00
Assessed Value		\$7,581.00
Exempt Value		\$0.00
Total Taxable Value	Cnty: \$7,581 Other: \$7,581 Schl: \$7,581	

NOTE: 2017 Working Values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

Sales History

Show Similar Sales within 1/2 mile

Sale Date	OR Book/Page	OR Code	Vacant / Improved	Qualified Sale	Sale RCode	Sale Price
12/17/2007	1138/1964	QC	V	U	01	\$0.00
12/16/2004	1033/2142	WD	V	Q		\$5,000.00

Building Characteristics

Bldg Item	Bldg Desc	Year Blt	Ext. Walls	Heated S.F.	Actual S.F.	Bldg Value
NONE						

Extra Features & Out Buildings

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

Land Breakdown

--	--	--	--	--	--	--

EXHIBIT "B"

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

Account: PAYMENT

\$365.50

70-2382/719

Please Direct Any Questions To
877-246-7923
Payment Processing Center
P O Box 1029
Hickory, NC 28603-1029
NORTHERN TRUST

0024583208

September 15, 2017

JEFFREY ESPENSHIP
PO BOX 191
LAKE CITY, FL 32056-0191

MEMO: suwannee valley reimbursement

00697 4842389 002507 002507 0000400009 002495

Pay THREE HUNDRED SIXTY FIVE AND 50/100

DOLLARS

\$ *****365.50

TO
THE
ORDER
OF

REMITTANCE VOID IF NOT CASHED WITHIN 90 DAYS

11002458320811

Jeffrey H

AUTHORIZED SIGNATURE

WARNING: THIS CHECK CONTAINS MICROTYPE WHICH WILL NOT REPRODUCE ON A COPY

11002458320811

EXHIBIT "C"

11:05 AM
02/14/18
Accrual Basis

Florida Utility Services 1, LLC
Profit & Loss
January through December 2017

	Jan - Dec 17
Ordinary Income/Expense	
Income	
5000 · Allocations	
5001 · Management	492,906.80
Total 5000 · Allocations	492,906.80
5100 · Direct Reimburse	
5101 · Charlie Creek	6,420.40
5102 · College Manor	2,972.79
5103 · Crestridge	3,883.88
5104 · East Marion	8,302.30
5105 · Heather Hills	3,975.05
5106 · Holiday Gardens	1,925.02
5107 · Lake Yale	3,973.38
5108 · McLeod Gardens	5,707.60
5109 · Orange Lane	1,023.63
5110 · Pinecrest	8,181.88
5111 · Suwanee Valley	1,377.91
5112 · West Lakeland	12,093.80
5113 · Lake Forest	1,220.35
5114 · Bimini Bay	1,745.72
5150 · LTX	95.17
Total 5100 · Direct Reimburse	62,898.88
Total Income	555,805.68
Gross Profit	555,805.68
Expense	
6000 · Allocated	
408 · Taxes Other Than Income	59.93
604 · Employee Benefits	20,053.10
620 · Materials and Supplies	3,121.13
631 · Contractual Services - Professi	5,188.96
636 · Contractual Services - Other	2,126.27
640 · Rents	20,450.14
650 · Transportation	25,691.43
655 · Insurance	10,295.80
665 · Regulatory Commission	133.54
675 · Misc	
675.01 · Bank Charges	1,240.63
675.02 · Busn License & Dues	1,438.75
675.03 · Office Supplies	15,779.37
675.04 · Office Utilities	1,809.68
675.05 · Postage & Delivery	17,899.39
675.06 · Printing & Paper	2,777.53
675.07 · Telephone & Internet	12,980.97
675.08 · Travel	2,942.97
675.09 · Meals & Entertainment	1,482.14
675.50 · Interest	2,104.61
Total 675 · Misc	60,456.04

Florida Utility Services 1, LLC
Profit & Loss
January through December 2017

	Jan - Dec 17
Total 6000 · Allocated	147,576.34
6010 · Payroll	
6101 · Payroll Expenses	243,951.89
Total 6010 · Payroll	243,951.89
6030 · Salaries & Wages - Officers	71,936.73
7000 · Direct	
701 · CRU Expense	3,883.88
702 · HGU Expense	1,925.02
703 · LYU Expense	3,973.38
704 · HHU Expense	3,975.05
705 · WLW Expense	6,184.00
706 · CCU Expense	3,831.98
707 · PCU Expense	7,403.42
708 · EMU Expense	6,421.88
709 · MGU Expense	3,891.36
710 · OLU Expense	1,023.63
711 · CMU Expense	1,910.82
712 · SVU Expense	1,377.91
740 · LTX Expense	95.17
753 · LFU Expense	47.92
Total 7000 · Direct	45,945.42
Total Expense	509,410.38
Net Ordinary Income	46,395.30
Other Income/Expense	
Other Income	
5200 · Non-Utility Income	3,950.00
5203 · Interest Income	4.81
Total Other Income	3,954.81
Net Other Income	3,954.81
Net Income	50,350.11

EXHIBIT "D"

Prepared by:
Elaine R. Davis/Debbie G. Moore
American Title Services of Lake City, Inc.
321 SW Main Boulevard, Suite 105
Lake City, Florida 32025

File Number: 17-304

General Warranty Deed

Made this June 6th, 2017 A.D.

By **ESPENSHIP PROPERTIES, LLC**, a Florida limited liability company, State of Florida Division of Corporations Document Number L07000125128, whose address is: 200 East Forsyth Street, Jacksonville, Florida 32202, hereinafter called the grantor.

to **SUWANNEE VALLEY UTILITIES, LLC**, a Florida limited liability company, whose post office address is: 3336 Grand Boulevard, Suite 102, Holiday, Florida 34690, hereinafter called the grantee:

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

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

LOT 13, BLOCK C, SUWANNEE VALLEY ESTATES, a subdivision according to the plat thereof recorded in Plat Book 3, Page 87, of the Public Records of **COLUMBIA COUNTY, FLORIDA**.

Parcel ID Number: 01718-008

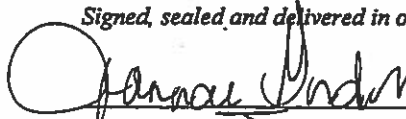
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

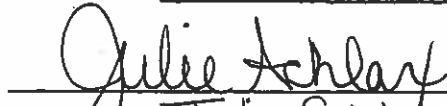
To Have and to Hold, the same in fee simple forever.

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

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

Signed, sealed and delivered in our presence:


Witness Printed Name: Jeannae Gordon


Witness Printed Name: Julie Schlar

ESPENSHIP PROPERTIES, LLC, a Florida limited liability company

By:  (Seal)

SEAN A. ESPENSHIP, Managing Member


Address: 200 East Forsyth Street, Jacksonville, Florida 32202

By:  (Seal)
JEFFREY D. ESPENSHIP, Managing Member

State of Florida
County of Columbia

The foregoing instrument was acknowledged before me this 6th day of June, 2017, by **SEAN A. ESPENSHIP** and **JEFFREY D. ESPENSHIP**, as Managing Members of **ESPENSHIP PROPERTIES, LLC**, a Florida limited liability company, on behalf of the company, who is/are personally known to me or who have produced **FL DRIVER'S LICENSE**s as identification.




Notary Public
Print Name: Sherri Boyd
My Commission Expires: 3/29/19

576-663

RIGHT OF WAY EASEMENT

Shaulie Jiger

Live Oak FL

576-663

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, grantors, in consideration of the sum of Two Dollars and other valuable considerations, the receipt of which is hereby acknowledged, grant and convey to SUWANNEE VALLEY ELECTRIC COOPERATIVE, INC., a non-profit, membership corporation organized and existing under the laws of the State of Florida, whose post office address is P.O. Box 160, Live Oak, Florida, grantee, and to its successors and assigns, the right, privilege, and easement to construct, reconstruct, operate, and maintain for such period of time as it may use the same or until the use thereof is abandoned, single pole line for the transmission and distribution of electricity, including necessary communication and other wires, poles, guys, anchors, ground connections, attachments, fixtures, equipment, and accessories (hereinafter collectively referred to as "facilities") desirable in connection therewith over, upon, and across the following described land in Columbia County, State of Florida, to-wit:

SUWANNEE VALLEY ESTATES (BLOCK A LOT #2) BLOCK B LOT 3+4
BLOCK C Lots 7, 8, 9, 10, 11, 12, 13, 17, 18, 19, 20, 24, & 25
BLOCK D LOTS 1 thru 10 BLOCK E LOT #1 thru 10
BLOCK F LOTS 1 thru 7 & 11, 14, 15, and 16
OFFICIAL RECORDS
1960 5 6 3

This easement area shall extend 10 feet on each side of the center line of power line as established by grantee.

Grantee shall have the right to erect, install, improve, repair, rebuild, or remove said facilities, including the right to increase or decrease the number of wires and voltage, the right to patrol and inspect, together with all other rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purpose above described. Grantee shall also have the right to trim, cut, and keep clear trees, limbs, and undergrowth along said line and trees adjacent thereto, that may endanger the proper operation of the same. Grantee shall have the further right to enter upon the premises, and other adjoining lands of the grantor, for the purpose of exercising the rights herein granted.

Grantors hereby agree that no building or permanent structures other than fences, shall be constructed or located within the easement area, provided, however, that grantors reserve the right to use said easement area for any other purpose which will not unreasonably interfere with the safe operation, maintenance, or repair of said facilities of grantee.

Grantors hereby grant unto grantee the right to install guys and anchors beyond the easement area at such place or places where necessary for the construction and maintenance of the facilities. Grantee shall have the further right to install a branch line from the facilities located within the easement area at such place or places where the easement area is within 20 feet of the outside property line of the grantor.

Grantee agrees to reimburse grantors for any damage to grantors' livestock caused by any break in grantee's wires or by traveling over or upon the easement area. Grantee shall not be required to reimburse grantors for necessary damage to crops resulting from construction of the facilities or repair of the facilities during any power outage or emergency.

Grantors covenant that they have the right to convey the said easement and that the grantee, its successors and assigns, shall have the quiet and peaceful possession, use and enjoyment of said easement.

All covenants, terms, provisions, and conditions hereof shall inure to the benefit of and be binding upon the parties and their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the grantors have hereunto affixed their hands and seals this 25 day of Sept 1985

Signed, sealed and delivered in the presence of:

Witness Christopher Pui

Witness Shaulie Jiger

Bud Espenship (SEAL)
Notary Public, State of Florida at Large
My Commission Expires: 11-11-88

STATE OF FLORIDA
COUNTY OF SUWANNEE

The foregoing instrument was acknowledged before me this 25 day of Sept, 1985, by
BUD ESPENSHIP

DOCUMENTARY STAMP \$0.4
INTANGIBLE TAX 2.35
MARY D. CHILDS, CLERK OF
COURTS, COLUMBIA COUNTY
BY [Signature] D.C.

(NOTARIAL SEAL)

Christopher Pui
Notary Public, State of Florida at Large
My Commission Expires: 11-11-88

A. U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT
American Title Services of Lake City, Inc.
321 SW Main Boulevard
Suite 105
Lake City, Florida 32025
(386) 754-4026 fax: (386) 754-4028

B. TYPE OF LOAN

1. ☐ FHA 2. ☐ FMHA 3. ☐ CONV. UNINS.
4. ☐ VA 5. ☐ CONV. INS.
6. File Number: 17-304 7. Loan Number:
8. Mortgage Ins. Case No.:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (poc) were paid outside the closing. They are shown here for informational purposes and are not included in the totals.

D. Buyer: SUWANNEE VALLEY UTILITIES, LLC
3336 Grand Boulevard, Suite 102
Holiday, Florida 34690

E. Seller: ESPENSHIP PROPERTIES, LLC
200 East Forsyth Street
Jacksonville, Florida 32202

F. Lender:

G. Property: NW Bonita Way
Lake City, Columbia County, Florida 32055
Lot 13, Block C, SUWANNEE VALLEY ESTATES, Book 3, Page 87, Columbia County, Florida

H. Settlement Agent: American Title Services of Lake City, Inc.
Place of Settlement: 321 SW Main Boulevard, Suite 105, Lake City, Florida 32025 Columbia County

I. Settlement Date: June 7, 2017

J. Summary of Buyer's Transaction

100. Gross Amount Due From Buyer:	6,500.00
101. Contract Sales Price	
102. Personal Property	715.50
103. Settlement Charges to Buyer (line 1400)	
Adjustments for Items Paid by Seller in Advance:	
106. City / Town Taxes	
107. County / Parish Taxes	
108. Assessments	7,215.50
120. Gross Amount Due from Buyer:	7,215.50
200. Amounts Paid by or in Behalf of Buyer:	
201. Deposit / Earnest Money	
202. Principal Amount of New Loan	
203. Existing Loan(s)	
204.	
205.	
206.	
Adjustments for Items Unpaid by Seller:	
210. City / Town Taxes	
211. 2017 ESTIMATED TAXES Jan 1, 2017 thru Jun 6, 2017	75.73
212. Assessments	75.73
220. Total Paid by / for Buyer:	75.73
300. Cash at Settlement from / to Buyer:	7,215.50
301. Gross Amount due from Buyer (line 120)	75.73
302. Less Amount Paid by/for Buyer (line 220)	

303. Cash From Buyer:

\$7,139.77

K. Summary of Seller's Transaction

400. Gross Amount Due To Seller:	6,500.00
401. Contract Sales Price	
402. Personal Property	
403.	
Adjustments for Items Paid by Seller in Advance:	
406. City / Town Taxes	
407. County / Parish Taxes	
408. Assessments	
420. Gross Amount Due to Seller:	6,500.00
500. Reductions in Amount Due to Seller:	
501. Excess Deposit (see instructions)	
502. Settlement Charges to Seller (Line 1400)	0.00
503. Existing Loan(s)	
504. Payoff of First Mortgage	
505. Payoff of Second Mortgage	
506. Purchase Money Mortgage	
Adjustments for Items Unpaid by Seller:	
510. City / Town Taxes	
511. 2017 ESTIMATED TAXES Jan 1, 2017 thru Jun 6, 2017	75.73
512. Assessments	
520. Total Reductions in Amount Due Seller:	75.73
600. Cash at Settlement to / from Seller:	6,500.00
601. Gross Amount due to Seller (line 420)	75.73
602. Less Reductions Amount due Seller (line 520)	
603. Cash To Seller:	\$6,424.27

Settlement Date: June 7, 2017

Settlement Date: June 17, 2017						
I. Settlement Charges						
700. Total Sales / Broker's Commission: Based on Price \$6,500.00 Division of Commission as follows					Paid from Buyer's Funds at Settlement	Paid from Seller's Funds at Settlement
701.						
702.						
703. Commission Paid at Settlement						
800. Items Payable in Connection with Loan:						
801. Loan Origination Fee						
802. Loan Discount						
803. Appraisal Fee						
804. Credit Report						
805. Lender's Inspection Fee						
806. Mortgage Insurance Application Fee						
807. Assumption Fee						
900. Items Required by Lender to be Paid in Advance:						
901. Daily interest charge from Jun 7, 2017						
902. Mortgage Insurance Premium						
903. Hazard Insurance Premium						
904. Flood Insurance Premium						
1000. Reserves Deposited with Lender:						
1001. Hazard Insurance						
1002. Mortgage Insurance						
1003. City Property Taxes						
1004. County Property Taxes						
1005. Annual Assessments						
1100. Title Charges:					350.00	
1101. Settlement or Closing Fee to American Title Services of Lake City, Inc.					200.00	
1102. Abstract or Title Search to American Title Services of Lake City, Inc.						
1103. Title Examination						
1104. Title Insurance Binder						
1105. Document Preparation						
1106. Notary Fees						
1107. Attorney Fees						
(includes above item numbers:						
1108. Title Insurance to American Title Services of Lake City, Inc.					100.00	
(includes above item numbers:						
1109. Lender's Coverage 0.00						
1110. Owner's Coverage 6,500.00 Risk Rate Premium: \$100.00						
1200. Government Recording and Transfer Charges:						
1201. Recording Fees: Deed 10.00 Mortgage 0.00 Releases 0.00					10.00	
1202. City/County Tax/Stamps: Deed 0.00 Mortgage 0.00					45.50	
1203. State Tax/Stamps: Deed 45.50 Mortgage 0.00						
1204. Intangible Tax to Clerk of the Circuit Court						
1205. Record LLC Affidavit of Espenship Properties, LLC to Clerk of the Circuit Court					10.00	
1300. Additional Settlement Charges:						
1301. Survey						
1302. Pest Inspection						
1303.						
1400. Total Settlement Charges (Enter on line 103, Section J and line 502, Section K)					\$715.50	\$8.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

ESPENSHIP PROPERTIES, LLC

SUWANNEE VALLEY UTILITIES, LLC
 Buyer: 
 Michael A. Smallridge, Managing Member

Seller: Sean A. Espenship, Managing Member

Seller: Jeffrey D. Espenship, Managing Member

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with the instructions of the parties hereto.

Date: June 7, 2017

Settlement Agent: Elaine R. Davis

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

EXHIBIT "E"

Suwannee Valley Utilities, LLC.

Water Rates, Fees and Miscellaneous Charges

WATER RATES:	\$ 23.32 PER MONTH BASE RATE
	\$ 3.35 PER 1000 GALLONS USAGE

Connection Fee:	\$ 25.00
------------------------	-----------------

Miscellaneous Fees and Charges:

Deposit	\$75.00
Reconnection Charge	\$25.00
Disconnection Charge	\$25.00
Late Fees	\$ 5.00
Meter Tampering Fee	\$ 75.00
Return Check Charge	Pursuant to FL Statute 832.08(5)

Suwannee Valley Utilities, LLC.
Water Rates, Fees and Miscellaneous Charges

WATER RATES:	\$ 23.32 PER MONTH BASE RATE \$ 3.35 PER 1000 GALLONS USAGE
---------------------	--

Connection Fee:	\$ 25.00
------------------------	-----------------

Miscellaneous Fees and Charges:

Deposit	\$75.00
Reconnection Charge	\$25.00
Disconnection Charge	\$25.00
Late Fees	\$ 5.00
Meter Tampering Fee	\$ 75.00
Return Check Charge	Pursuant to FL Statute 832.08(5)

Suwannee Valley Utilities, LLC.
Water Rates, Fees and Miscellaneous Charges

WATER RATES:	\$ 23.32 PER MONTH BASE RATE \$ 3.35 PER 1000 GALLONS USAGE
---------------------	--

Connection Fee:	\$ 25.00
------------------------	-----------------

Miscellaneous Fees and Charges:

Deposit	\$75.00
Reconnection Charge	\$25.00
Disconnection Charge	\$25.00
Late Fees	\$ 5.00
Meter Tampering Fee	\$ 75.00
Return Check Charge	Pursuant to FL Statute 832.08(5)

SUWANNEE VALLEY UTILITIES, LLC

APPLICATION FOR WATER SERVICE

Name _____ Telephone Number _____

Billing Address _____

_____ City _____ State _____ Zip _____

Service Address _____

_____ City _____ State _____ Zip _____

Date service should begin _____ E-Mail Bill YES _____ NO _____

Email address _____

By signing this agreement, the Customer agrees to the following:

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
2. The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff.
4. Bills for water service will be rendered Monthly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service WILL be discontinued.
5. When a Customer wished to terminate service on any premises where water service is supplied by the Company, the Company may require written notice within 1 days prior to the date the Customer desires to terminate service.

Signature

Date

WS-16-0014

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

**REQUEST FOR AUTHORIZATION TO TRANSFER A
FRANCHISE, FACILITIES OR CONTROL.**

ADDITIONAL SUPPORT DOCUMENTS.

1. SUWANNEE VALLEY UTILITIES, LLC IRS FEIN NUMBER ASSIGNMENT.
2. FLORIDA DEPARTMENT OF STATE LIMITED LIABILITY COMPANY FILING INFORMATION.
3. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PWS INFORMATION.
4. SUWANNE VALLEY ESTATES DECLARATION OF RESTRICTIONS WITH ADMENDMENT.



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 05-19-2017

Employer Identification Number:
82-1591837

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:
1-800-829-4933

SUWANNEE VALLEY UTILITIES
MICHAEL ANDREW SMALLRIDGE SOLE MBR
3336 GRAND BLVD
HOLIDAY, FL 34690

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-1591837. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is SUWA. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Detail by Entity Name

Florida Limited Liability Company
SUWANNEE VALLEY UTILITIES, LLC

Filing Information

Document Number L17000108660
FEI/EIN Number NONE
Date Filed 05/16/2017
Effective Date 05/15/2017
State FL
Status ACTIVE

Principal Address

3336 GRAND BLVD
102
HOLIDAY, FL 34690

Mailing Address

3336 GRAND BLVD
102
HOLIDAY, FL 34690

Registered Agent Name & Address

SMALLRIDGE, MICHAEL A
3336 GRAND BLVD
102
HOLIDAY, FL 34690

Authorized Person(s) Detail

Name & Address

Title MGR

SMALLRIDGE, MICHAEL A
3336 GRAND BLVD #102
HOLIDAY, FL 34690

Annual Reports

No Annual Reports Filed

Document Images

05/16/2017 - Florida Limited Liability

[View image in PDF format](#)



State of Florida
Department of Environmental Protection

Public Drinking Water System (PWS) Update

At least thirty (30) days notice is to be given the Department prior to the proposed sale, or transfer of ownership, of a public water system. 62-555.365, Florida Administrative Code

PWS Facility ID No: (required field)	2121366
County: (required field)	COLUMBIA
PWS Type (CWS, NTNC or TNC):	COMMUNITY

Facility Name: (required field)	SUWANNEE VALLEY UTILITIES, LLC
Facility Mailing Address:	3336 GRAND BLVD. SUITE 102
City, State and ZIP Code:	HOLIDAY, FL. 34690
Facility Phone No:	863-904-5574
Facility Fax No:	727-940-2907
Facility Email Address	MIKE@FUS1LLC.COM

Company Rep. (Owner):	MICHAEL SMALLRIDGE	Title: MANAGING MEMBER
Company Name	SUWANNEE VALLEY UTILITIES, LLC	
Owner's/Co. Mailing Address:	3336 GRAND BLVD. SUITE 102	
City, State and ZIP Code:	HOLIDAY, FL. 34690	
Owner's Phone No:	863-904-5574	
Owner's Fax No:	727-940-2907	
Owner's Email Address:	MIKE@FUS1LLC.COM	

Facility Contact or Agent:	MICHAEL SMALLRIDGE	Title: MANAGING MEMBER
Contact's Mailing Address:	3336 GRAND BLVD. SUITE 102	
City, State and ZIP Code:	HOLIDAY, FL. 34690	
Contact's Phone No:	863-904-5574	
Contact's Fax No:	727-940-2907	
Contact's Email Address:	MIKE@FUS1LLC.COM	

Licensed Operator's Name:	DANIEL HOUSTON
License No:	C-0006223
Operator's Mailing Address:	P.O. BOX 3695
City, State and ZIP Code:	LAKE CITY, FL. 32056
Operator's Phone No:	904-451-4271
Operator's Fax No:	
Operator's Email Address:	HUGHSTOWNE@MSN.COM

Effective Date for Changes:	JULY 1, 2017
Submitted By: (required field)	MICHAEL SMALLRIDGE
Phone No: (required field)	863-904-5574

Please complete the Email and/or Fax number fields above, as we have moved to an electronic correspondence system for reminders, inspection reports, and other important advisories.

Mail completed form to: DEP Northeast District – Drinking Water
 8800 Baymeadows Way West, Suite 100
 Jacksonville, Florida 32256

or via Email to:
NED.DrinkingWater@dep.state.fl.us

V.O. 40
White Springs.

313-580
OFFICIAL RECORDS

313-580

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Orin D. Lee and his wife, Helen J. Lee, both of Columbia County, Florida, being the owners of Suwannee Valley Estates, a subdivision located in Columbia County, Florida, plat thereof being recorded in Plat Book 3, page 87, of the public records of Columbia County, Florida, less and except the following:

- (a) Block "B", Lots One (1) and Five (5) of said subdivision;
- (b) Block "C", Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Fourteen (14), Fifteen (15), Sixteen (16), Twenty-one (21), Twenty-two (22), and Twenty-three (23) of said subdivision;

made the following DECLARATION OF RESTRICTIONS covering the above described real property, specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the undersigned and upon all persons deraining title through the undersigned. These restrictions during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot (meaning one entire lot as shown on the recorded plat) other than one single family dwelling not to exceed two and one-half (2½) stories in height and a private garage for not more than two cars.

2. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon costs levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded.

This Instrument Was Prepared By:
JOHN H. MCCORMICK
Attorney at Law
Jasper, Florida

at the minimum cost stated for the minimum permitted dwelling size.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 700 square feet.

3. No dwelling shall be erected nearer than thirty (30) feet to the front lot line. No dwelling shall be erected nearer than ten (10) feet to any interior lot line.

4. Only one dwelling may be constructed on any one entire lot shown on the recorded plat.

5. No structure of a temporary character, trailer, house trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

6. No noxious or offensive trade or activity shall be carried on upon any lot; nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that not more than two (2) dogs, and not more than two (2) cats, or other common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition..

10. No fence, wall, hedge or shrub planting that obstructs sight lines at the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at a point 15 feet from the intersection of the street lines, or, in the case of a rounded property line extended. The same sight line limitations of a street property line with the edge of a driveway or alley pavement.

31.3 582
OFFICIAL RECORDS

No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11. No shallow or deep water wells shall be dug, installed, or maintained on any lot.

The above enumerated covenants are modified with respect to the following excepted lots:

- (a) Block "A" - multiple family construction is permitted;
- (b) Block "F" - multiple family construction is permitted;
- (c) Block "C" Lots Twenty-four (24) and Twenty-five (25) - multiple family construction is permitted;
- (d) Block "B" - house trailers are permitted;
- (e) Block "C" Lots Five (5) and Six (6) - house trailers are permitted;
- (f) Block "C" Lot Thirteen (13) - shall be the location of the community water system and all necessary buildings, equipment, and appurtenances thereto will be housed thereon.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January One (1), 1980, after which time they shall be extended automatically for successive periods of five (5) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the covenants in whole or in part.

Enforcement shall be by action at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action or suit shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his attorney.

Invalidation of any one of these covenants by judgment or court order in no wise shall affect any of the other provisions, which shall remain in full force and effect.

313 : 583
OFFICIAL RECORDS

IN WITNESS WHEREOF, we have set our hands and seals, this

20th day of November, 1973.

Signed, sealed and delivered
in the presence of:

John H. McComie

Lucie Morgan

Orin D. Lee (SEAL)
ORIN D. LEE

Helen J. Lee (SEAL)
HELEN J. LEE

STATE OF FLORIDA

COUNTY OF HAMILTON

Before me, the undersigned authority, personally appeared
Orin D. Lee and his wife, Helen J. Lee, to me well known and
known to me to be the individuals described in and who executed
the foregoing instrument, and they acknowledged to and before
me that they executed the same for the purposes therein expressed.

Witness my hand and official seal this 20th day of November, 1973,
at Jasper, Hamilton County, Florida.



Lucie Morgan

Notary Public, State of Florida at Large
My Commission Expires Nov. 5, 1977
Bonded by American Fire & Casualty Co.

FILED 73-6687
RECORDED
BOOK 213 PAGE 580
NOV 26 1973
CLERK OF CIRCUIT COURT
HAMILTON COUNTY, FLORIDA

872-2401

THIS INSTRUMENT WAS PREPARED BY:
TERRY McDAVID
POST OFFICE BOX 1328
LAKE CITY, FL 32056-1328

BK 0872 PG 2401

AMENDMENT TO DECLARATION OF RESTRICTIONS OFFICIAL RECORDS

The undersigned, D.B. ESPENSHIP, III, a/k/a BUD ESPENSHIP, the owner of a majority of the lots of SUWANNEE VALLEY ESTATES, a subdivision according to a plat recorded in Plat Book 3, Page 87 of the public records of Columbia County, Florida, does hereby agree that the Declaration of Restrictions recorded in O.R. Book 313, Page 580 of the public records of Columbia County, Florida, shall be amended as follows:

1. Mobile homes shall be allowed to be constructed on all lots in said subdivision, provided that such mobile homes shall be not more than three (3) years old when placed on a lot, shall have not less than 900 square feet of living area, and shall be underskirted.

DATED this 7th day of January, 1999.

Signed, sealed and delivered
in our presence:

DeEtte F. Brown
(First Witness)
DeEtte F. Brown
Printed Name

D.B. Espenship III (SEAL)
D.B. ESPENSHIP, III

Lisa C. Ogburn 99-00704
(Second Witness)
Lisa C. Ogburn
Printed Name

FILED AND RECORDED IN PUBLIC
RECORDS OF COLUMBIA COUNTY, FL.

1999 JAN 14 PM 3:06

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 7th day of January, 1999, by D.B. ESPENSHIP, III, who is personally known to me or who has produced identification and who did not take an oath.

My Commission Expires:

DeEtte F. Brown
Notary Public
Printed, typed, or stamped name:



**REQUEST FOR AUTHORIZATION TO TRANSFER A
FRANCHISE, FACILITIES OR CONTROL.**

ADDITIONAL SUPPORT DOCUMENTS FOR RATE STRUCTURE.

Suwannee Valley Utilities, LLC
WATER BILLING ANALYSIS
MUNICIPALITY: ALL
06/01/2016 05/31/2017
ACCOUNT TITLE

REVENUE ALLOCATION AS A %

REVENUE ALLOCATION \$

EXHIBIT # 1

	O&M EXPENSE	BASE FACILITY CHARGE	GALLONAGE CHARGE	BASE FACILITY CHARGE	GALLONAGE CHARGE
601 Salaries & Wages					
601.1 Accounting	\$186	45.00%	55.00%	\$84	\$102
601.2 Billing & Customer Service	\$245	40.00%	60.00%	\$98	\$147
601.3 Technician	\$231	40.00%	60.00%	\$93	\$139
604 Salaries & Wages Officers	\$360	40.00%	60.00%	\$144	\$216
604 Employee Benefits	\$62	40.00%	60.00%	\$25	\$37
615 Purchased Power	\$867	40.00%	60.00%	\$347	\$520
618 Chemicals	\$240	40.00%	60.00%	\$96	\$144
620 Materials & Supplies	\$314	40.00%	60.00%	\$126	\$188
631 Contractual Services-Professional	\$21	40.00%	60.00%	\$9	\$13
635 Contractual Services-Testing	\$1,295	40.00%	60.00%	\$518	\$777
636 Contractual Services-Other	\$3,365	40.00%	60.00%	\$1,346	\$2,019
650 Rents	\$102	40.00%	60.00%	\$41	\$61
655 Transportation	\$153	40.00%	60.00%	\$61	\$92
665 Insurance	\$49	40.00%	60.00%	\$20	\$30
675 Regulation Commission	\$0	40.00%	60.00%	\$0	\$0
675.02 Business License & Dues	\$100	40.00%	60.00%	\$40	\$60
675.06 Printing	\$245	40.00%	60.00%	\$98	\$147
675.08 Travel	\$150	40.00%	60.00%	\$60	\$90
675.09 Meal & Entertainment	\$61	40.00%	60.00%	\$24	\$37
675.51 Interest Expense	\$46	40.00%	60.00%	\$18	\$28
Insurance - Vehicle	\$0	40.00%	60.00%	\$0	\$0
Insurance - General Liability	\$0	40.00%	60.00%	\$0	\$0
Insurance - Workmans Comp.	\$0	40.00%	60.00%	\$0	\$0
Insurance - Other	\$0	40.00%	60.00%	\$0	\$0
Advertising Expense	\$0	40.00%	60.00%	\$0	\$0
Regulatory Comm. Expenses - Rate Case	\$0	40.00%	60.00%	\$0	\$0
Regulatory Commission Expenses - Other	\$0	40.00%	60.00%	\$0	\$0
Bad Debt Expense	\$0	40.00%	60.00%	\$0	\$0
Miscellaneous Expenses	\$0	40.00%	60.00%	\$0	\$0
FUS Expense Allocation	\$1,382	40.00%	60.00%	\$553	\$829
CIP Amortizations	\$2,422	40.00%	60.00%	\$969	\$1,453
Renewal & Replacement	\$1,190	40.00%	60.00%	\$476	\$714
Total Operations & Maintenance Expense	\$13,086			\$5,244	\$7,842
					\$0
Depreciation Expense (Net of CIAC)	\$0	75.00%	25.00%	\$0	\$0
Amortization (Other)	\$0	75.00%	25.00%	\$0	\$0
					110
Taxes Other Than Income					
Regulatory Assessment Fees	\$0	45.00%	55.00%	\$0	\$0
Personal Property	\$174	45.00%	55.00%	\$78	\$96
Payroll	\$45	45.00%	55.00%	\$20	\$25
Other	\$0	45.00%	55.00%	\$0	\$0
Total Taxes Other	\$220			\$99	\$121
					\$0
State & Fed Taxes	\$0	75.00%	25.00%	\$0	\$0
Return on Investment (11.15% (x) O&M)	\$1,459	75.00%	25.00%	\$1,094	\$365

Total Revenue Requirement	\$14,764					\$6,437	\$8,328	\$0
Less: Miscellaneous Other	\$0			0.00%	100.00%	\$0	\$0	
Revenue Requirements from Service Rates	\$14,764					\$6,437	\$8,328	\$0
Factored ERC's Total Gallons Number of Bills	23 2,484 276	Base Facility Charge Existing	Proposed \$23.32 \$11.49 \$11.83 Difference Percent Change	102.97%	Proposed \$3.35 \$0.99 \$2.36 Percent Change	Gallionage Change Existing		

Class/Meter Size	Of Meters	Demand Factor	ERC's	Annual	Base Facility Chg.
5/8" x 3/4"	23	1.00	23.0	276.0	\$23.32
Full 3/4"	-	1.50	0.0	0.0	\$34.98
1"	-	2.50	0.0	0.0	\$58.30
1 1/2"	-	5.00	0.0	0.0	\$116.61
2"	-	8.00	0.0	0.0	\$186.57
3"	-	16.00	0.0	0.0	\$373.14
4"	-	25.00	0.0	0.0	\$583.04
6"	-	50.00	0.0	0.0	\$1,166.07
8"	-	80.00	0.0	0.0	\$1,865.72
10"	-	115.00	0.0	0.0	\$2,681.97
Total	23		23.0	276.0	

	Columbia County		Suwannee Valley Utilities, LLC.			
	<u>Water Rates</u>		<u>Proposed Water Rates</u>		<u>Difference</u>	<u>% Difference</u>
Billing Charge	\$4.12	\$	-	\$	(4.12)	-100%
Residential Base (\$3,000)	\$21.02		\$23.32	\$	2.30	11%
Residential Volume	\$2.94		\$3.35	\$	0.41	14%

Jan - Dec 2017

Account No.

400	<u>Op Revenue</u>	
461.1 Res Base		\$ 1,849.89
461.2 Res Gallonage		\$ 585.50
461 Metered Water		\$ 2,435.39
474 Other Water Revenue		
474.1 Late Fees		\$ 280.00
474 Total Other Revenue		\$ 280.00
400 Total Ops Revenue		\$ 2,715.39

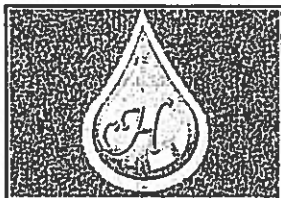
Expenses

408 Taxes Other Than Income Taxes		
408.1 Payroll Taxes	\$ 45.28	
408.2 Regulatory Assessment Fees	\$ -	
408.3 Property Taxes	\$ 174.40	
408.4 Taxes Other than Other	\$ 0.60	
.	\$ 220.28	
601 Salaries & Wages		
601.1 Accounting	\$ 185.77	
601.2 Billing & Customer Service	\$ 244.71	
601.3 Technician	\$ 231.30	
601 Total Salaries & Wages	\$ 661.78	
603 Salaries & Wages Officers	\$ 359.87	
604 Employee Benefits	\$ 62.10	
615 Purchased Power	\$ 866.50	
618 Chemicals	\$ 240.00	
620 Materials & Supplies	\$ 313.82	
631 Contractual Services-Professional	\$ 21.41	
635 Contractual Services-Testing	\$ 1,295.00	
636 Contractual Services-Other	\$ 3,365.00	
650 Rents	\$ 102.01	
655 Transportation	\$ 152.99	
665 Insurance	\$ 49.30	
675 Regulation Commission	\$ -	
675.02 Business License & Dues	\$ 100.00	
675.06 Printing	\$ 245.30	
675.08 Travel	\$ 150.15	
675.09 Meal & Entertainment	\$ 60.90	
675.51 Interest Expense	\$ 45.98	

	<u>OTHER</u>	<u>ALLOCATED EXPENSES FOR THE YEAR</u>
FUS INVOICE	1 FUS - Direct Exp	\$ -
FUS INVOICE	2 FUS - Allocation of Mgmt	\$ 137.00
FUS INVOICE	3 FUS - Allocation of Officer	\$ 60.00
FUS INVOICE	4 FUS - Payroll	\$ 65.00
FUS INVOICE	5 FUS - Payroll	\$ 65.00
Monthly	6 AFS/IBEX	\$ 100.00
Monthly	7 Suwannee Valley Electric	\$ 120.00
Monthly	8 Dan Houston-Operations	\$ 200.00
Monthly	9 Dan Houston-Testing	\$ 105.00
Monthly	10 Dan Houston-Chemicals	\$ 60.00
Monthly	11 Iberian Loan-Future	\$ 180.00
Monthly	12 Iberian Loan-6712-Current	\$ 125.00
Monthly	13 Smallridge-SVU Mortgage	\$ 79.00
Quarterly 1/4	14 Columbia County RAF	\$ 52.00
Yearly 1/12	15 Columbia County Preoperty Tax	\$ 15.00
Yearly 1/1	16 FL Dept of Envieonmental Protection	\$ 8.00
Yearly 1/14	17 FUS Payroll (3rd/mo(x) 2)	\$ 11.00
		<u>\$ 1,382.00</u>

<u>Capital Improvement Program</u>	\$
Hall's Well and Pump Service	\$ 6,360.00
New Meters (23)	\$ 5,750.00
	<u>\$ 12,110.00</u>
5 Year Amortization	\$ 2,422.00

Mike's Copy



Hall's Pump and Well Services, Inc.

904 NW Main Blvd.

Lake City, FL 32055

hallspumpandwell@bellsouth.net

Contractor #	1503	Submitted By	Benjamin D. Dicks
ATTN:	Marianne McDonald		Invoice # 4213

Bill To:

Suwannee Valley Utility

Hwy 41 N

Lake City, FL

12/7/2017

Labor & Equipment - Detailed Breakdown

For fixed bid jobs, only include quantity or units, not cost		<input type="radio"/> Fixed Bid <input checked="" type="radio"/> T&M	Units	Total Cost
Labor	Technician		1	
	Assistant(s)			
Materials	2" galv. Tee			
	2" x 3/4" galv bushing			
	3/4" x 12" galv nipple			
	2" x 1" galv tee			
	4" x 2" well seal			
	12-3 elec. Wire		105 ft	
	5 hp submersible motor w/ pump			
	2" galv pipe		105 ft	
	5 hp control box			
Equipment	Pulling Rig			
	All necessary trade tools			
Electric				
Structural	removal and reinstall of roof on carport			
other				

Total \$ 6,360.00

Comments



Innovative Metering Solutions, Inc.
 2501-A Merchant Ave.
 Odessa, FL 33556
 Phone 727.375.9701
 Fax 727.375.9703

Quotation

Date	Estimate No.
2/14/2018	AV21418

Name/Address

Suwannee Valley Utilities
 Attn: Mike Smallridge
 3336 Grand Boulevard
 Suite# 102
 Holiday, FL 34690

Ship To

Fax #	Phone #	Freight	Terms:
			Net 30

Description	Qty	Price	Total
M25, 5/8" x 3/4" -PB-yr of manuf-cert.test	24	51.25	1,230.00
R25 local gallon PL/PS-yr. of manuf-torx	24		0.00
3/4" FIP x FIP, Locking Curb Stop (76101W)	24	36.71	881.04
NDS Meter Box D1200-B/O, 14 x 19 x 12 plastic meter box only. (Black)	24	36.00	864.00
Meter box lid, D1200- DICIRLID black plastic lid with CI flip reader	24		0.00
TSM 2"-Fig2B-TP-yr of manuf- cert.test	1	702.00	702.00
R2" TSM local gallon PL/PS-yr. of manuf-torx	1		0.00
3/4" Meter, Black Rubber washer 1/16" thick	200	0.20	40.00
3/4" Meter, Black Rubber washer 1/32" thick	200	0.20	40.00
3/4" Meter, Black Rubber washer 1/8" thick	200	0.20	40.00
Columbia County Sales Tax Surcharge - 1%		37.97	37.97
State of Florida General Sales Tax - 6%		6.00%	227.82

Prices are firm for 30 days unless noted on quotation. Please see IMS sales terms / returns policy listed on our website, www.inmetering.com. Credit card sales subject to 3% surcharge.

Signature

Scott R. Cochrane

FLOW METER ACCURACY REPORT
FLORIDA RURAL WATER ASSOCIATION
2970 WELLINGTON CR. W., SUITE 101
TALLAHASSEE, FLORIDA 32308

SYSTEM NAME: Suwannee Valley Estates **PAGE:** 1 **OF** 1
SYSTEM ADDRESS: US 41 and Abigail Rd
Lake City, FL 32056

CONSUMPTIVE USE PERMIT NUMBER: _____
PERMITTEE NAME: Suwannee Valley Estates **LOCATION:** wdp
DATE OF PERMIT ISSUANCE: _____ **PUMP NUMBER:** finished water
PUMP CAPACITY: 75 GPM **SERIAL NUMBER ON METER:** no serial
METER MODEL: Master
DISCHARGE PIPE DIAMETER: 2-inch
PVC 40
NAME OF PERSON PERFORMING TEST: Fred Handy
METHOD OR EQUIPMENT USED FOR TEST: Fuji Portaflow

INITIAL METER READING AT START OF TEST:	<u>65047900</u>	
FINAL METER READING AT END OF TEST:	<u>67948000</u>	100 gallons
INITIAL READING ON CALIBRATED TEST METER:	<u>106</u>	
FINAL READING ON CALIBRATED TEST METER:	<u>206</u>	100 gallons

AVERAGE % OF ERROR BETWEEN FLOWMETER TESTED AND CALIBRATED TEST METER: 0.0 %
NOTE: SEE ATTACHED CALCULATIONS

COMMENTS: Note: meter is accurate for higher flows, above 10 gpm. Meter is understating low flow 2-10 gpm
by 40-60%

NAME OF PERSON COMPLETING THIS FORM: Fred Handy
COMPANY NAME: FLORIDA RURAL WATER ASSOCIATION
DAYTIME TELEPHONE: (850)668-2746

SIGNATURE:  **DATE:** 2/13/2018

Provisional Franchise

**Granted by the Board of County Commissioners
of Columbia County Florida**

Granted to:_____

WHEREAS, On May 3, 2007, the Board of County Commissioners of Columbia County enacted Ordinance No. 2007-15, asserting jurisdiction within Columbia County over investor-owned water, wastewater, and effluent re-use systems, as authorized by Chapter 367, Florida Statutes; and

WHEREAS, Ordinance No. 2007-15 was filed with the Florida Department of State and thereby became effective on May 11, 2007; and

WHEREAS, by its own Order, the Florida Public Service Commission acknowledged rescission of its jurisdiction on that date; and

WHEREAS, Ordinance No. 2007-15 requires all investor-owned water, wastewater, and effluent re-use systems to apply for a Franchise to operate in Columbia County; and

WHEREAS, several investor-owned water, wastewater, and effluent re-use systems, including _____, existed and operated prior to May 11, 2007 under a Franchise issued by the Florida Public Service Commission and upon rescission of their Franchise by the Florida Public Service Commission did not apply for a Franchise under Ordinance No. 2007-15; and

WHEREAS, The Board of County Commissioners of Columbia County wishes to grant an Provisional Franchise to _____ to allow the continued operation of their investor-owned water, wastewater, and effluent re-use systems while they apply for a Franchise in accordance with Ordinance No. 2007-15 Section 6.; that this continued operation is in the public interest; that permission should be granted to operate and maintain any water and/or sewer lines along County roads and highways within their service area for necessary and useful purposes for the benefit of the land owners and residents within the said area; and that said Provisional Franchise should be an exclusive franchise to operate and maintain such system; and

WHEREAS, this investor-owned water, wastewater, and effluent re-use systems have previously held a Franchise issued by the Florida Public Service Commission and said investor-owned water, wastewater, and effluent re-use systems are regulated by the Florida Department of Environmental Protection, it is reasonable to assert that the system is adequate to serve the area for which the franchise is sought and that the Franchisee has sufficient resources to continue to maintain and operate the system while a Franchise is sought; and

WHEREAS, on _____, a public hearing was held on final approval of the Provisional Franchise and following said public hearing it has been determined by the County from the information presented that the issuance of said Provisional Franchise is justified and in the public interest;

NOW THEREFORE, COLUMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners and recognizing both the public character of the water and/or wastewater system to be operated by the Franchisee and the attendant investment of capital necessary for the proper operation and maintenance of said system, does hereby grant unto said Franchisee with a present mailing address of _____ and subject to the provisions of the laws of the State of Florida and the rules, regulations and ordinances adopted or hereafter adopted by the County, an exclusive provisional water and/or wastewater franchise for a period of 6 months from the date hereof, provided that the Franchisee shall make an application for a full franchise, file all required reports and pay such assessments as required by the aforementioned rules, regulations and ordinances of the County. Franchisee may apply to the Board of County Commissioners for an extension for good cause. This provisional franchise grants the Franchisee with the sole right to operate the system herein provided for, said sole right being conditioned upon the faithful performance of the covenants herein. It further grants the Franchisee to own, maintain and operate within the existing service area a public system, to serve inhabitants within said area under such reasonable rules and regulations for the management and control of the business as said Franchisee may adopt and as do not conflict with the Laws of the State of Florida, the rules, regulations and ordinances adopted by the County and subject to the following covenants, terms, conditions, and provisions as are herein set forth:

- 1) Such terms and conditions as may be deemed necessary by the Board to protect the public health, safety and welfare;
- 2) That the Utility must serve the entire area(s) identified in *any previous* Franchise;
- 3) That the Franchise is no impediment to acquisition of the Utility by the County (purchase or condemnation), and that any un-served area has no value to the franchisee and requires no compensation;
- 4) That the County has full power and authority to grant a license or franchise over any easements;
- 5) That the Utility shall prevent the creation of and shall not allow conditions which are or may become physically dangerous to any member of the general public;
- 6) That the Utility shall repair any and all damage and/or injury to public and private streets, roads, highways, etc. caused by utility at no cost to the County and that the Utility shall promptly repair all such damage or injury;
- 7) That the Utility shall indemnify and hold harmless the County, the Board, and its members, and all employees and members;
- 8) That in the event of widening, repairing, relocating, or reconstruction by the County of any public street, public road or public right-of-way, the Utility shall, at no cost to the County relocate as needed all lines and other tangible property of the Utility;
- 9) That the issuance of the Franchise shall not entitle the franchisee to any consideration and shall not prevent, bar, or hinder the County from closing, abandoning, relocating, etc. any public street, road, or other right-of-way or easement, except those that are private;
- 10) That the Utility shall comply with all applicable rules, regulations, and standards pertaining to such Utility from all governmental agencies having jurisdiction;
- 11) That the Utility shall always maintain and keep all improvements in good repair and shall provide all Services within a reasonable time to all Persons requesting such Service within the service area;

- 12) That if the Board determines that it is appropriate for the Utility to install fire hydrants for the purposes of combating fires, the County may order the Utility to install fire hydrants and the Utility shall install fire hydrants and the cost together with a fair return on the Utility's investment, shall be recoverable in Utility's authorized rates;
- 13) That the issuance of a Franchise by the Board shall not be deemed to constitute a County requirement that any landowner use the Utility's water, nor shall this Ordinance be construed to constitute a County imposed prohibition against any landowner using well water for consumption, irrigation, recreation and/or yard maintenance.
- 14) That the Provisional Franchise may be revoked under the procedures outlined in Ordinance No. 2007-15 in the event of any violation of the Franchise terms, violation of this Ordinance, and/or violation of any other Federal, State or local law, ordinance or rule;
- 15) That Service shall be available to all inhabitants of the currently serviced area upon execution of this Franchise and that failure to continue such service may result in the revocation of the Franchise;
- 16) That the County may purchase the Utility no later than upon expiration of the Franchise for a purchase price equal to the then existing rate base of the Utility;
- 17) That the System shall be approved by all appropriate governmental agencies as to design, construction, operation, capacity, maintenance, expansion and otherwise;
- 18) That if a Utility requires a deposit from its customers, it shall once each year credit to each respective customer account, pro rata, all interest accrued on the principal. Such accrued and unpaid interest shall be credited or paid to the customer when the customer's deposit is discontinued;
- 19) That the enumeration herein of special requirements and specific regulations shall not be taken or held to imply the relinquishment by the County of its power to make other reasonable requirements or rules, regulations or ordinances and that the County hereby expressly reserves the right to make all regulations which may be necessary or proper to secure in the most proper manner the welfare, safety and accommodation of the public, including among other things, the right to adopt and enforce regulations to protect the public from danger and inconvenience in management and operation of the system, and furthermore nothing contained herein shall constitute a waiver of the requirements of the water and/or sewer rules and regulations hereto adopted by the County.

20) That the Franchisee is hereby authorized to charge either:

_____ The rates approved in the Utility's most recent tariff sheet as approved by the Florida Public Service Commission or the Board of County Commissioners.

Or

_____ The rates approved by the Board of County Commissioners upon a public hearing and included as an appendix to this agreement.

No charge shall be made by the Franchisee except as provided herein or approved by Columbia County Board of County Commissioners. The Franchisee further agrees to provide for the inspection of the books, records and accounts periodically.

PASSED AND ADOPTED, in a public hearing with a quorum present and voting, by the Board of County Commissioners this _____ day of _____, 2018.

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

Tim Murphy, Chairman

ATTEST:

P. DeWitt Cason, Clerk of Court

Approved as to form:

Joel Foreman, County Attorney

IN WITNESS WHEREOF, the said Franchisee hereunto set his hand and seal on this _____ day of _____, 20__.

Franchisee Signature

Print or type Name

Title

Signed, sealed and delivered in the presence of:

Witness Signature

Print or type Name

Witness Signature

Print or type Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me the _____ day of _____, 20__,
By _____, title _____ who is/are personally known to me
or who has/have produced _____ as identification.

Notary Public

(NOTARIAL SEAL)

My Commission Expires: