



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Today's Date: 2/14/2019 Meeting Date: 2/21/2019

Name: Ben Scott Department: BCC Administration

Division Manager's Signature:

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

1. Nature and purpose of agenda item:

To grant a solid waste collection franchise application to Sheppard's Container Service, LLC.

2. Recommended Motion/Action:

Approve Solid Waste Collection Franchise Application for Sheppard's Container Service, LLC.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

COLUMBIA COUNTY, FLORIDA
SOLID WASTE COLLECTION FRANCHISE APPLICATION

Name of Applicant: Sheppard's Container Serv LLC Robert Sheppard
Address: 6355 SE CR 245 Lake City FL 32025
Telephone No.: 386-623-2203

Name of Applicant's Contact Person or Agent: Robert Sheppard
Address: 6355 SE CR 245 Lake City FL 32025
Telephone No.: 386-623-2203

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

I. APPLICANT INFORMATION.

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

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

II. CONDITIONS OF FRANCHISE.

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

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

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

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

- C. Disposal Site: As a material consideration for the County approving Applicant's franchise, Applicant agrees all solid waste shall be hauled to and disposed of at a place or places to be provided and designated by Columbia County. Currently County charges \$52.00 per ton for each ton of Class I and \$37.00 for each ton of Class III solid waste collected in the County and disposed of at the Columbia County Landfill. Applicant agrees all solid waste shall be hauled to those sites or facilities as directed in writing by the County and disposed of at those facilities at the expense of the Franchisee, including tipping fees. Any solid waste hauled to the disposal site by Franchisee that is not generated in the County or otherwise approved by the County and not covered under the terms of the franchise agreement will be subject to the following penalties:

1. \$1,000.00 for the first violation;
2. \$5,000.00 for the second violation; and
3. Loss of franchise for the third violation.

- D. Competency of Franchisee: The County shall require Franchisee to submit such additional information as the County may reasonably require to verify Applicant is adequately prepared to fulfill the franchise agreement. In determining whether the Applicant is adequately prepared, the County shall, as a minimum, consider the following:

1. Applicant's collection vehicles and equipment are sufficient to provide adequate and reliable service.
2. Applicant's roll-offs and other containers are adequately maintained and in proper condition, including signage, such as paint and information on the containers adequately identifying Applicant and contact information for the Applicant.
3. Sufficient size and number of containers.
4. That all vehicles and other equipment are properly licensed, tagged, identified, insured, and road-worthy.

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

III. TERM.

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

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

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

IV. NON-TRANSFER ABILITY.

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

V. NON-EXCLUSIVE FRANCHISE.

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

VI. SOLID WASTE SERVICES AUTHORIZED.

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

- A. _____
- B. _____
- C. _____
- D. _____

VII. RATE.

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

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

Dated this _____ day of _____, 20__.

Applicant: _____

Robert Sheppard
Signature of Applicant

Print Name: Robert Sheppard

Title: Owner

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

Dated this ____ day of _____, 20__.

COLUMBIA COUNTY, FLORIDA

By: _____

County Representative

Print Name: _____

Title: _____

**COLUMBIA COUNTY, FLORIDA
SOLID WASTE COLLECTION FRANCHISE APPLICATION**

SECTION VI - EXHIBIT A

All solid waste not included under the exclusive Franchise Solid Waste Agreement granted Waste Pro of Florida, Inc. dated July 7, 2016. This Franchise does not include construction and demolition debris resulting from temporary or single construction projects requiring a temporary roll-off service.

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

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

386-623-2203

63-1442/631

DATE 2-4-19

PAY TO THE
ORDER OF _

TO THE
HONOR OF Columbia County Board of County Commissioners
five hundred dollars ⁰⁰/₁₀₀ —————

\$500.00

DOLLARS

 Security features included. Details on back.

PEOPLES
STATE BANK

386-754-0002
350 S. W. Main Blvd.
Lake City, FL 32025

MEMO

05314251

11:52:41.00

INT-

BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY FLORIDA
P.O. BOX 1529 • PHONE 755-4100
LAKE CITY, FLORIDA 32055

6497


Date 2-11-19 20 11

RECEIVED FROM Sheppard's Container Service
Five Hundred dollars and 00/100 DOLLARS \$ 500.00

Solid Waste Collection Application Fee

BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY FLORIDA
BY [Signature]

PLEASE CUT OUT CARD BELOW AND RETAIN FOR FUTURE REFERENCE

STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION CONSTRUCTION INDUSTRY EXEMPTION				IMPORTANT	
CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW				Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.	
EFFECTIVE DATE: 2/8/2017		EXPIRATION DATE: 2/8/2019		Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt.	
PERSON: SHEPPARD		ROBERT		Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.	
FEIN: 472956766		D			
BUSINESS NAME AND ADDRESS: ROBERT SHEPPARD MOBILE HOME SET UP LLC					
6355 SE CR 245					
LAKE CITY		FL 32025			
SCOPES OF BUSINESS OR TRA					
MANUFACTURED, MODULAR, PREFABR					

2/8/17 thru

2/8/2019



JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 2/8/2017 EXPIRATION DATE: 2/8/2019
PERSON: SHEPPARD ROBERT D
FEIN: 472956766

BUSINESS NAME AND ADDRESS:

ROBERT SHEPPARD MOBILE HOME SET UP LLC

6355 SE CR 245

LAKE CITY FL 32025

SCOPES OF BUSINESS OR TRADE:

MANUFACTURED,
MODULAR, PREFABR

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER W.L. Hunter Insurance Agency LLC 365 S. E. Baya Drive P.O. Box 1827 Lake City FL 32056	CONTACT NAME: PHONE (A/C, No, Ext): (386) 752-6990 FAX (A/C, No): E-MAIL ADDRESS: wl@wlhunter.com														
INSURED Sheppards Containers, LLC 6355 SE County Rd 245 Lake City FL 32025	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Progressive</td><td></td></tr><tr><td>INSURER B : Nautilus Insurance Company</td><td></td></tr><tr><td>INSURER C : Evanston Insurance Company</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Progressive		INSURER B : Nautilus Insurance Company		INSURER C : Evanston Insurance Company		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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 OTHER:			19013120	01/31/2019	01/31/2020	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 - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			003270780	01/18/2019	01/18/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			20190131	01/31/2019	01/31/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2009 Freightliner Vin#1FUJA6CK59DAK4460 Value \$71,000 Comp and Collision Ded \$1000

CERTIFICATE HOLDER**CANCELLATION**

Columbia County Florida
PO Box 1529
Lake City, FL 32056

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

<TH>

Sheppard's Containers

Columbia County Business Plan and Capabilities

Sheppard's Containers in Columbia County located at 6355 SE CR 245 Lake City FL 32035. The Columbia County facility is centrally located and has a fully staffed maintenance facility, truck and container storage yard and a customer service department that is staffed Monday through Friday from 8:00 am until 5:30 pm with an emergency phone number for the after hour requests.

Sheppard's Containers Columbia County's inventory includes 20, 30 and 40 cubic yard open top containers, roll-off trucks and boom trucks available to meet any service requests within the county.



IMPORTANT

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STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS COMPENSATION
CONSTRUCTION INDUSTRY EXEMPTION
CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA
WORKERS COMPENSATION LAW
EFFECTIVE DATE: 1/20/2019
PERSON: ROBERT D SHEPPARD
FEIN: 833106361
BUSINESS NAME AND ADDRESS:
SHEPPARDS CONTAINER SERVICE LLC
6355 SE CR 245
LAKE CITY, FL 32025
SCOPE OF BUSINESS OR TRADE:
Cleaner/Dish Removal
Construction

EXPIRATION DATE: 1/29/2021
EMAIL: SHEPPARDWHEEL@HOTMAIL.COM

PLEASE CUT OUT CARD BELOW AND RETAIN FOR FUTURE REFERENCE



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STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS COMPENSATION
CONSTRUCTION INDUSTRY EXEMPTION
CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA
WORKERS COMPENSATION LAW
EFFECTIVE DATE: 1/20/2019
PERSON: ROCKY D FORD
FEIN: 833106361
BUSINESS NAME AND ADDRESS:
SHEPPARDS CONTAINER SERVICE LLC
6355 SE CR 245
LAKE CITY, FL 32025
SCOPE OF BUSINESS OR TRADE:
Cleaner/Dish Removal
Construction

EXPIRATION DATE: 1/29/2021
EMAIL: SHEPPARDWHEEL@HOTMAIL.COM