

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

POST OFFICE BOX 1529
LAKE CITY, FLORIDA 32056-1529

COLUMBIA COUNTY SCHOOL BOARD ADMINISTRATIVE COMPLEX

372 WEST DUVAL STREET
LAKE CITY, FLORIDA 32055

AGENDA

NOVEMBER 18, 2010

7:00 P.M.

Invocation (Commissioner Rusty DePratter)

Pledge to U.S. Flag

Staff Agenda Additions/Deletions

Adoption of Agenda

Public Comments

Marlin Feagle, County Attorney

PUBLIC HEARING:

- (1) Ordinance Providing for the Creation of the Columbia County Economic Development Ad Valorem Tax Exemption

Marlin Feagle, County Attorney

- (1) Local Bid Preference

- (2) **NFBA Master Lease Agreement for Wireless Communication Equipment Facilities & Resolution**

David Kraus, Senior Staff Assistant

- (1) **Resolution Adopting pass Through Increase or Decreases as a Rule of the Board for the purposes of Regulating Investor-Owned Water, Wastewater and Effluent Re-Use Systems in Columbia County**
- (2) **Resolution Establishing a Price Index for 2010 and Establishing procedures for Implementing Price Index Rate Adjustments in Compliance with Florida Administrative Code 25-30.420 for the purposes of Regulating Investor-Owned Water, Wastewater, and Effluent Re-use Systems in Columbia County**
- (3) **Resolution Adopting Section 25-30.020 of the Florida Administrative Code as Fees Charged by Columbia County Adopting the Provisions of said Administrative Code as a Rule of the Board for the purposes of Regulating Investor-Owned Water, Wastewater, and Effluent Re-Use Systems in Columbia County**

STAFF MATTERS:

HONORABLE RONALD W. WILLIAMS, CHAIRMAN

- (1) **Consent Agenda**

DISCUSSION AND ACTION ITEMS:

- (1) **Promotion and Salary Increase for Zulima Martinez**
- (2) **Bonus for Stephanie Tyson - \$2,000.00**
- (3) **Vacant Positions - Public Works - EOII and a Mechanic II - In House then Advertise the Positions**

- (4) Vacant Position - Landscape & Parks - Maintenance Technician - Request to Advertise
- (5) Public Works - Request to Maintain Cardinal Farms Subdivision and Suwannee Valley Farms Subdivision Roadways
- (6) Sheriff's Office - Requesting Funds from the Prior Year-End Close Out Monies - BA #4 - FY 2010-2011 - \$171,580.00
- (7) Clerk of Court - Annual Local Government Financial Report - FY Ending 09/30/2010 - \$42,905.57 - Requesting Same Amount be Returned to Clerk's Office to Help Fund Non-Court Operations
- (8) Designated Commission Representatives and Staff Liaison - Small County Coalition Board - Ronald W. Williams and Stephen E. Bailey - Staff Liaison - Dale Williams - Executive Committee Designation - Ronald W. Williams

**** SECOND PAGE

COMMISSIONERS COMMENTS

ADJOURNMENT

COLUMBIA COUNTY, FLORIDA
ORDINANCE NO. 2010-20

AN ORDINANCE PROVIDING FOR THE CREATION OF THE COLUMBIA COUNTY ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO INDUCE BUSINESS DEVELOPMENT WITHIN COLUMBIA COUNTY; PROVIDING ENACTMENT AUTHORITY; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING NAMES; PROVIDING DEFINITIONS; ESTABLISHMENT OF ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION; PROVIDING ADMINISTRATIVE PROCEDURES, INCLUDING APPLICATION FOR EXEMPTION AND BOARD CONSIDERATION OF APPLICATIONS; PROVIDING FOR REVOCATION OF EXEMPTION AND RECOVERY OF FUNDS; PROVIDING FOR APPEALS AND APPLICABILITY OF ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE COUNTY CODE OF ORDINANCES, REPEAL OF LAW AND CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Columbia County has initiated an aggressive economic development policy to diversify the local economy, provide for protection against economic recession and downturns, and create quality jobs paying higher wages and accompanying health and retirement benefits for its residents; and

WHEREAS, the establishment of an economic development ad valorem tax exemption program and procedure is essential for Columbia County to be competitive in both attracting new industries and businesses to the County, and providing incentives to existing industries and businesses that need assistance in expanding and creating new quality jobs; and

WHEREAS, it is the intent of the Board of County Commissioners (herein “the Board”) in enacting this Ordinance to provide an incentive to those new or expanded businesses which make a positive contribution to the economy of the County in terms of new jobs and improvements to real and personal property; and

WHEREAS, the intent of the Board is to promote the economy by creating jobs in the County in such a way so as not to disadvantage existing businesses while recognizing that productive completion assists in economic growth; and

WHEREAS, the Board desires to provide incentives to businesses of diverse industries, with the exception of retail operations, having a positive impact on the economy of the County. The Board declares that the provision of ad valorem tax exemptions pursuant to this article serves the public purpose of fostering economic growth in the County, all to the benefit of the County’s residents and visitors; and

WHEREAS, the granting of, or the denial of, exemptions will be conducted on a rational, nonarbitrary, nondiscriminatory basis by the Board, in further of the economic development goals of the County. Any and all exemptions granted must result in an economic benefit to the County. To this end, prior to any grant of an exemption, the Board will take into full consideration the factors set forth in “Application for Exemption” of this Ordinance. Since the intent of the Board is to promote economic growth through attracting businesses and encouraging expansions that support the County and its existing businesses, these factors will be considered on a case-by-case basis to determine that the economic benefit test is met. In addition to these factors, the Board is interested in the purchasing power created by the new business as it desires to prompt other sales in the County resulting in an increase in income, all to the benefit of the public of the County.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA:

Section 1. ENACTMENT AUTHORITY. Article VII, Section 3, of the Constitution of the State of Florida, and Section 196.1995, Florida Statutes, empowers the County to grant economic development ad valorem tax exemption after the electors of the County, voting on the question in a referendum, authorize such exemptions. In a referendum held on November 2, 2010, the voters of Columbia County authorized the Board to grant economic development ad valorem tax exemptions to new businesses and expansions of existing businesses.

Section 2. NAME OF ORDINANCE. This Ordinance shall be known as the “Economic Development Ad Valorem Tax Exemption Ordinance of Columbia County, Florida.”

Section 3. DEFINITIONS. The following words and phrases shall have the same meanings attributed to them in the Florida Statutes as amended from time to time

and the Florida Administrative Code, except where the context clearly indicates otherwise:

- A. Applicant: Any person, firm, corporation or other business entity which files an application with the board seeking an economic development ad valorem tax exemption.
- B. Board: The Board of County Commissioners of Columbia County, Florida.
- C. Business: Any activity engaged in by any person, firm, corporation, or other business entity, with the object of private or public gain, benefit, or advantage, either direct or indirect.
- D. Department: The Florida Department of Revenue.
- E. Enterprise zone: An area designated as an enterprise zone pursuant to Section 290.0065, Florida Statutes.
- F. Expansion of an existing business: An expansion of an existing business means:
 - (1) (a) A business establishing ten or more jobs to employ ten or more full-time employees in this state, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial, manufacturing, or processing plant;
 - (b) Any business establishing 25 or more jobs to employ 25 or more full-time employees in this state, whose sales factor of which, as defined by F.S. § 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; provided that such business increases operations on a site collocated with a commercial or industrial operation owned by the same business, resulting in a net increase in employment of not less than ten percent or an increase in productive output of not less than ten percent;
- (2) Any business located in an enterprise zone or brownfield area that

increases operations on a site colocated with a commercial or industrial operation owned by the same business.

- G. Improvements: Physical changes made to raw land, and structures placed on or under the land surface.
- H. New business: A new business means:
- (1) (a) A business establishing ten or more jobs to employ ten or more full-time employees in this state, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant;
 - (b) A business establishing 25 or more jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by F.S. § 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or
 - (c) An office space in this state owned and used by a corporation newly domiciled in this state; provided such office space houses 50 or more full-time employees of such corporation; provided that such business or office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.
- (2) Any business located in an enterprise zone that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.
 - (3) A business that is situated on property annexed into a municipality and that, at the time of the annexation, is receiving an economic development ad valorem tax exemption from the County under Section 196.1995, Florida Statutes.
- I. Sales factor: As defined in F.S. § 220.15(5), the sales factor is a fraction the numerator of which is the total sales of the taxpayer in this state during the

taxable year or period and the denominator of which is the total sales of the taxpayer everywhere during the taxable year or period.

- J. Retail operation: A business regularly engaged in, and whose business consists to a substantial extent of, selling goods to a buyer, not principally for the purposes of resale.
- K. Goods: All personalty when purchased primarily for personal, family, or household use, but not including personalty sold for commercial or industrial use.

Section 4. Establishment of Economic Development and Ad Valorem Tax Exemption.

A. There is hereby established an economic development ad valorem tax exemption (hereinafter the "exemption"). The exemption is a local option tax incentive for new or expanding businesses which may be granted or refused at the sole discretion of the Board.

B. The exemptions shall not accrue to improvements to real property made by or for the use of new or expanding businesses when such improvements have been assessed and included on the tax rolls of the calendar year preceding the effective date of the ordinance specifically granting a business an exemption.

C. Any exemption granted may apply to 100 percent of the assessed value of all improvements to real property made by or for the use of a new business and of all tangible personal property of such new business, or up to 100 percent of the assessed value of all added improvements to real property made to facilitate the expansion of an existing business and of the net increase in all tangible personal property acquired to facilitate such expansion of an existing business, provided that the improvements to real property are made or the tangible personal property is added or increased on or after the day the granting ordinance is adopted. Property acquired to replace existing property shall not be considered to facilitate a business expansion.

D. The exemption may be for a period up to ten years from the date the board adopts the ordinance granting the exemption. The exemption shall not be prolonged or extended by granting exemptions from additional taxes or by virtue of any recognition or sale of the business receiving the exemption.

E. No exemption shall be granted for the land upon which new or expanded businesses are to be located.

F. No exemption shall be granted for improvements to real property made or tangible personal property added before the board adopts an ordinance granting such exemption. The ordinance shall include a time limit for the creation of jobs necessary to establish eligibility.

G. No exemption shall be granted to any retail operation.

H. The exemption applies only to taxes levied by the county. The exemption does not apply to taxes levied by a municipality, school district, water management district, or other taxing authorities, or to taxes levied for the payment of bonds or taxes authorized by a vote of the electors pursuant to section 9 and section 12, article VII of the state constitution.

I. Property acquired to replace existing property shall not be considered to facilitate a business expansion.

J. The ability to receive an exemption for the period granted is conditioned upon the applicant's ability to maintain the new business or the expansion of an existing business as defined herein throughout the entire period. The applicant shall be required to submit a report on an annual basis by March 1 of each year to the board evidencing satisfaction of this condition. In addition, any business granted an exemption shall furnish to the board or its designee, such information, and report as the board or its designee may reasonably deem necessary for the purpose of determining continued performance by the business of the conditions stated in this article and the representations made in the application process. An exemption shall not be transferrable.

Section 5. APPLICATION FOR EXEMPTION.

A. Any eligible person, firm, corporation or other business entity which desires an exemption shall file with the Board a written application on a form prescribed by the department.

B. The application shall request that the Board adopt an ordinance granting the applicant an exemption pursuant to Section 196.1995, Florida Statutes, and shall include, at a minimum, the following information:

(1) The name and location of the new business or the expansion of an

existing business;

- (2) A description of the improvements to the real property for which an exemption is requested and the date of commencement of construction of such improvement;
- (3) A description of the tangible personal property for which an exemption is requested and the dates when such property was or is to be purchased;
- (4) Proof, to the satisfaction of the board, that the applicant meets the criteria for a new business or for an expansion of an existing business as defined herein;
- (5) Other information deemed necessary by the Board or the department.
- (6) In addition to the information on the form prescribed by the department, the applicant shall provide the Board with the following information:
 - (a) The anticipated number of employees;
 - (b) The expected number of employees who will reside in the county;
 - (c) The average wage of the employees;
 - (d) The type of industry or business;
 - (e) The environmental impact of the business;
 - (f) The anticipated volume of business or production;
 - (g) Whether relocation or expansion would occur without the exemption;
 - (h) The cost and demand for services;
 - (i) The source of supplies (local or otherwise); and

- (j) Whether the business will be/is located in a community redevelopment area or enterprise zone.

C. Unless waived by the Board, the application must be filed on or before March 1 of the year in which an exemption is requested.

D. Upon submittal of the application, the county manager or his designee shall forward the application to the Columbia County Property Appraiser. After careful consideration of the application, the property appraiser shall report to the Board the information required by Section 196.1995(9), Florida Statutes. The property appraiser's report shall include the following:

- (1) The total revenue available to the County for the current fiscal year from ad valorem tax sources, or an estimate of such revenue if the actual total available revenue cannot be determined;
- (2) The amount of revenue lost to the county for the current fiscal year by virtue of exemptions previously granted, or an estimate of such revenue if the actual revenue lost cannot be determined;
- (3) An estimate of the amount of revenue which would be lost to the county for the current fiscal year if the exemption applied for was granted had the property for which the exemption is requested otherwise been subject to taxation. Also an estimate of the amount of revenue the taxing authorities in Columbia County, excluding the County, will receive from the business requesting the exemption; and
- (4) A determination as to whether the property for which an exemption is requested is to be incorporated into a new business or the expansion of an existing business, or into neither, which determination the property appraiser shall also affix to the face of the application. Upon request, the department will provide the property appraiser such information as it may have available to assist in making this determination.

Section 6. CONSIDERATION OF APPLICATION.

A. After the Board receives the report from the property appraiser, the Board shall take action on the application, including the enactment of the required ordinance

should the board decide to grant the application, within 90 days from the date a fully completed application is received. During this 90-day period, interested agencies and parties, including the Columbia County Industrial Development Authority (IDA), shall have an opportunity to review, comment and make recommendations on the application. Time is of the essence in consideration of the application, and may be extended upon showing of good cause.

B. The threshold for eligibility is whether the business meets the definition of a new or expansion of an existing business and one which is not an ineligible business or industry as defined in paragraph D of this section.

C. The next level to determine eligibility is the board's consideration of the information in the application to determine whether the economic benefit test is met.

D. Any business presently in material violation of any federal, state, or local law or regulation governing environmental matters is not eligible for an exemption.

E. After consideration of the application and the report of the property appraiser on the application, the Board may choose to adopt an ordinance granting the exemption to a new or expanding business. If granted, the ordinance shall include the following information:

- (1) The name and address of the new business or expansion of an existing business;
- (2) The total amount of revenue available to the county from ad valorem tax sources for the current fiscal year, the total amount of the revenue lost to the county for the current fiscal year by virtue of exemptions currently in effect, and the estimated revenue loss to the county for the current fiscal year attributable to the exemption granted to the new or expanding business;
- (3) The period of time for which the exemption will remain in effect and the expiration date of the exemption; and
- (4) A finding that the business meets the definition of a new business or an expansion of an existing business.

F. No precedent shall be implied or inferred by the granting of exemption to a

new or expanding business. Applications for exemptions shall be considered by the board on a case-by-case basis for each application, after consideration of the application and the property appraiser's report on the application.

Section 7. REVOCATION OF EXEMPTION; RECOVERY OF FUNDS.

Should any new business or expansion of an existing business fail to file the annual report or any other report required by the county or fail to continue to meet the definition of a new business or an expansion of an existing business, or fail to fulfill any other representation made to the Board during the application process, or requirement of the Board in granting the exemption, the Board may adopt an ordinance revoking exemption. Further, the Board may recover from the business the amount of any taxes not collected by the county as a result of the business' failure to satisfy the requirements of the exemption. Nothing herein shall prohibit a business from reapplying for an ad valorem tax exemption pursuant to state law.

Section 8. APPEALS. The decision of the board not to grant an exemption to a particular business is subject only to judicial review as provided by law.

Section 9. APPLICABILITY. This article shall be applicable in all areas of the county where the county is the taxing authority.

Section 10. SEVERABILITY. In the event any provision of this Ordinance or the application thereof any person or circumstance is held invalid, it is the intent of the Board that such invalidity shall not affect any other provisions of the Ordinance which may be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are declared severable.

Section 11. INCLUSION IN THE COLUMBIA COUNTY CODE OF ORDINANCES. The provisions of this Ordinance shall become and be made a part of the Columbia County Code of Ordinances. The sections of the Ordinance may be renumbered or relettered to accomplish such, and the word "Ordinance" may be changed to "Section", "Article", or other appropriate word.

Section 12. REPEAL OF LAW AND CONFLICT. All Columbia County Ordinances in conflict with any provision of this Ordinance are hereby repealed to the extent of such conflict. This Ordinance is specifically not intended to repeal Columbia County Ordinance No. 2004-24 known as the "Local Economic Development Incentive Program," Columbia County Code Section 34-241 through 34-244.

Section 13. EFFECTIVE DATE. A certified copy of this Ordinance shall be

filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board and shall take effect upon its filing with the Department of State as provided by law.

PASSED AND ADOPTED in regular session this ____ day of November, 2010.

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

By: _____,
_____, Chairman

ATTEST: _____
P. DeWitt Cason, Clerk of Courts

(SEAL)

Approved as to form:

Marlin M. Feagle
County Attorney

<u>NAME</u>	<u>FOR</u>	<u>AGAINST</u>
Ronald W. Williams	_____	_____
Rusty DePratter	_____	_____
Jody Dupree	_____	_____
Stephen E. Bailey	_____	_____
Scarlet Frisina	_____	_____

11/18/10
PCH/601

FEAGLE & FEAGLE, ATTORNEYS, P.A.
ATTORNEYS AT LAW
153 NE MADISON STREET
POST OFFICE BOX 1653
LAKE CITY, FLORIDA 32056-1653
(386) 752-7191
Fax: (386) 758-0950

Marlin M. Feagle
e-mail: leagle@bellsouth.net

October 28, 2010

Mark E. Feagle
e-mail: mefeagle@bellsouth.net

Mrs. Lisa K. B. Roberts
Assistant County Manager
County Administrative Offices
135 NE Hernando Avenue
Lake City, Florida 32055

RECEIVED
OCT 28 2010
Board of County Commissioners
Columbia County

Re: Local Bid Preference

Dear Lisa:

Please find enclosed the most recent draft of Section 304.6.3, including the County's local preference under its purchasing policy. This will supersede by letter and draft to you dated September 30, 2010. Copies are being provided to Ben Scott and Dale Williams for additional review and for a decision when this should be placed on the Board agenda for discussion and/or approval. Let me know if the County would like to further discuss this prior to sending it to the Board for review.

Very truly yours,

Marlin M. Feagle
Marlin M. Feagle

MMF:dse

Enclosure

cc: Mr. Ben Scott (w/enclosure)
Mr. Dale Williams (w/enclosure)

304.6.3 The bids will be reviewed and evaluated by the applicable department head and his technical assistants, copies of the bids will be transmitted to the department. The department head recommendations for bid award to the Board will be communicated to the Purchasing Director.

After evaluation of all the bids are completed, a recommendation will be prepared by the Purchasing Director for presentation to the Board, by the County Manager, based on the Department Head's recommendations of the vendor or supplier to receive the bid award. During evaluation the bid in the County's best interest shall be accepted; however, the availability of service and equipment is to be considered in such determination.

The general policy of the Board is to award the purchase or contract to the lowest bidder; however, other contributing factors may justify awarding to a higher or more responsible bidder. Other contributing factors include, but are not limited to, the following:

- (a) life cycle or total cost bidding;
- (b) exceeding minimum specifications at a relatively minor cost which would better benefit the County;
- (c) prior history with the County, including favorable contracts, commodities, or services, and residence and place of business of contractor, subcontractors, and suppliers. Except where otherwise provided by federal or state law or other funding source restrictions, in purchasing or letting contracts for procurement of personal property, materials, construction services for improvements to real property, including roadways or existing structures, the County shall give preference to a LOCAL BUSINESS in the following manner:

Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual, firm or entity that is not a LOCAL BUSINESS, then the LOCAL BUSINESS that submitted the otherwise lowest responsive and responsible bid shall be offered an award of the bid at the lowest bid amount, if that LOCAL BUSINESS' bid was not greater than five percent (5%) of the otherwise lowest responsive and responsible bid amount and does not exceed \$150,000.00 of said bid amount.

A *LOCAL BUSINESS* shall mean an individual entity whose primary residence is within Columbia County; a partnership entity whose principals are all residents of Columbia County; and a Florida corporation entity or other business entity whose principal place of business is within Columbia County, or which maintains a full-time business office open to the public within Columbia County, Florida.

In determining whether an entity is a *LOCAL BUSINESS* of Columbia County, the following factors shall be taken into consideration:

- (1) Is the principal place of business of the business entity within Columbia County, Florida?
- (2) Does the business entity maintain a full-time business office open to the public within Columbia County?
- (3) Has the entity maintained an office or place of business in Columbia County for the last past three (3) years?
- (4) Does the entity own real property located in Columbia County?
- (5) Has the business entity paid ad valorem taxes in Columbia County within the past three (3) years?
- (6) Has the business entity filed and paid a personal property tax in Columbia County during the current or last calendar year?
- (7) Is Columbia County the registered address of any of the business entity vehicles?

If a *LOCAL BUSINESS* is awarded a contract with multiple-unit pricing, the unit pricing shall be adjusted by the same ratio as the percentage difference between the *NON-LOCAL BUSINESS* and the *LOCAL BUSINESS* original bids using the following formula:

$$\frac{\text{Non-Local Business Total Bid}}{\text{Local Business Total Bid}} \times \text{Each Unit Price} = \text{Contracted Unit Price}$$

In the event two (2) or more LOCAL BUSINESS bidders qualify for local bid preference and are not the overall low bidders, the local preference shall be granted to the lowest LOCAL BUSINESS. With these and other contributing factors, the Board of County Commissioners reserves the right to award a bid which would be in the best interest of the County.

**MASTER LEASE AGREEMENT FOR
WIRELESS COMMUNICATION EQUIPMENT FACILITIES**

This Master Lease Agreement is entered into this __ day of _____, 2010 ("Lease"), by and between Columbia County, Florida, a political subdivision of the State of Florida, whose address is 135 NE Hernando Avenue, Suite 203, Lake City, Florida 32055 ("Lessor"), and the North Florida Broadband Authority, an intergovernmental authority created pursuant to Chapter 163, Florida Statutes, whose local business address is 1500 Mahan Drive, Suite 250, Tallahassee, FL 32308 ("Lessee") (collectively, the "Parties").

RECITALS

WHEREAS, Lessor is the fee simple owner of the real property located at Franklin Street, Lake City, Florida which includes a telecommunications tower ("Tower") and other real property and improvements described in **Exhibit "A"** attached hereto and made a part hereof ("Premises").

WHEREAS, Lessee was created pursuant to an interlocal agreement entered into between Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, Union and Wakulla counties and the cities of Cedar Key, Cross City, Lake City, Live Oak, Monticello, Perry, White Springs and Worthington Springs for the purpose of applying for federal stimulus grant funding to design, deploy and operate a fixed wireless broadband middle mile network to serve the region (the "Network").

WHEREAS, the federal grant program required all applicants to provide matching funds in the amount of 30% of the total project cost in the form of cash or "in kind" contributions.

WHEREAS, each of the member governments of Lessee agreed to commit the use of towers, buildings and land owned by the members as in kind assets to Lessee to satisfy the matching funds requirement.

WHEREAS, as a member of the NFBA, Lessor committed to provide use of the Tower for installation of communications facilities by Lessee for a 5 year term without charge. Lessor is entering into this Agreement to document its intent to make the Tower available to Lessee as an in kind asset.

WHEREAS, in order to speed the deployment of both middle mile broadband infrastructure being constructed by Lessee and to encourage the provision of last mile broadband service to homes and businesses within the County, this Agreement shall provide for both the leasing of in kind Tower space for middle mile communications facilities to be installed by Lessee as well as Tower space at a monthly fee for the installation of last mile communications facilities by a last mile provider pursuant to a sub-lease agreement approved by Lessor.

WHEREAS, Lessee desires to lease the Premises from Lessor in order to locate, install, operate, remove, replace and maintain thereon wireless data communications equipment and enclosures ("Equipment Facilities") as more fully described herein.

WHEREAS, Lessor is willing to lease the Premises to Lessee so that Lessee may install, locate, operate, remove, replace and maintain the Equipment Facilities pursuant to the terms and conditions set forth herein.

WHEREAS, in furtherance thereof, Lessee desires to enter into this Lease with Lessor pursuant to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, the parties agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated into and made a part of this Lease the same as if fully set forth herein.

2. **Premises and Easements**. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, a portion of the Premises as follows:

(a) _____ by _____ = _____ Total Sq. Ft. of ground space (the "Ground Space")

(b) Together with space on the Tower for Equipment Facilities as follows:

Tower Space for Equipment: _____

Number of Antennas: _____

Weight and Dimension of Antennas: _____

Diameter of Transmission Line: _____

Location of Antennas: _____

Direction of Radiation: _____

Frequencies/Maximum Power Output: _____

(c) Tower space required for cable runs to connect equipment and antennas to one another and to ground facilities.

(d) Together with a non-exclusive easement for access over, across, through, and under the property and improvements described in **Exhibit "B"**, attached hereto, and incorporated herein by reference, for so long as this Lease remains in existence. Anytime after the execution of this Lease, Lessee shall have the right to enter the Premises and easement for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, installation of the Equipment Facilities and any other reasonably necessary tests and inspections.

3. **Term and Renewals**. The initial term ("Initial Term") of this Lease shall be five (5) years, commencing on October 21, 2010 ("Commencement Date") and ending on October 20, 2015 ("Expiration Date"), unless sooner terminated, modified or extended under the terms of this Agreement or by the mutual consent of the parties. Provided Lessee is not then in default under this Lease, the term of this Lease shall automatically renew for up to two (2) additional, successive five (5) year terms, unless either party provides written notice of its intent not to renew the Lease to the other party at least ninety (90) days prior to the expiration of the then-current term.

4. **Rent.**

(A) **In-Kind Rent for Initial Term of Lease.** The Parties acknowledge that for the Initial Term of this Lease, Lessor has agreed to donate use of 75% of the Premises, as identified herein, to Lessee as an in-kind asset contribution (the "In Kind Rental Space"). The Parties hereby agree that the current market value of the In Kind Rental Space is valued at \$1,500 per month or \$90,000 for the Initial Term of this Lease.

(B) **Last Mile Rental Space.** The remaining 25% of the Premises, as identified herein, is leased to Lessee for use by Last Mile service providers (the "Last Mile Rental Space"). As consideration, the Lessee, or a Last Mile Sublessee pursuant to an approved Sub-Lease, shall pay to Lessor as rental the sum of \$500 per month in advance. The initial payment shall be due on the effective date of a Last Mile Sublease. At the beginning of each Renewal Period, if any, rental consideration for the Last Mile Rental Space will be increased by 10% of the then current rental rates. All Last Mile Rental Space payments shall be made by check, cash, cashier's check or money order, or electronic funds transfer to Lessee at _____.

(C) **Rent for Subsequent Terms of the Lease.** Following completion of the Initial Term if the parties agree to extend the Lease, Lessee shall pay Lessor rent in the amount of _____ per year for the In Kind Rental Space, to be paid in twelve (12) equal installments due on the first day of every month ("Rent"). All In Kind Rental Space Rent payments shall be made by check, cash, cashier's check or money order, or electronic funds transfer to Lessee at _____. In lieu of rental payments, the parties may agree to an exchange of services from Lessee to Lessor in an equivalent value to the monthly Rent.

(D) In addition to the rent provided for in this section, Lessee agrees to pay its pro-rata share of any common expenses shared by Lessor, Lessees, and any other entities leasing space on the Tower or adjacent grounds, such as common costs associated with operation of the Tower.

5. **Use of Premises.** Lessee is authorized to locate, install, replace, operate, repair, maintain, and remove all of Lessee's Equipment Facilities located within the Premises, both on the Ground Space and on the Tower, as provided herein:

(A) **Ground Space Facilities.** Lessee is authorized to construct, install, replace, upgrade, operate, repair, maintain, and remove Lessee's Equipment Facilities located on the Ground Space within the Premises for the transmission, reception and operation of Lessee's wireless communications system and uses incidental thereto. All Equipment Facilities located on the Ground Space shall be constructed or installed on a concrete pad to be constructed within the Premises at Lessee's sole cost and expense. Lessee shall secure and landscape the Premises as required by the Lessee's Land Development Code, and protect it from public access and otherwise beautify the area. Lessee may not add Equipment Facilities outside of the area shown on **Exhibit "A"** without the prior, written approval of Lessor.

(B) **Tower Equipment Facilities.**

(i) Lessee is authorized to construct, install, replace, upgrade, operate, repair, maintain, and remove such equipment and facilities as described and specified in Section 2, on the Tower for the purposes of transmitting and receiving wireless data communication signals at frequencies specified therein.

(ii) Lessee's Equipment Facilities located on the Tower shall be installed or constructed on the Tower at the location specified in **Exhibit "___"**, attached hereto and incorporated herein. If, however, installation at such location becomes impossible for any reason, the Parties may agree to an alternate, equivalent location, so long as such location is no less than ___ feet above the ground.

(iii) All Equipment Facilities located on the Tower shall be attached or installed in the same manner as other equipment installed on the Tower.

(C) All Equipment Facilities, whether installed on the Ground Space or on the Tower, shall be and remain Lessee's personal property throughout the Initial Term and any renewal Terms of this Lease.

(D) Upon completion of the construction, installation, replacement or upgrade of the Equipment Facilities, Lessee shall provide Lessor with as-built or construction drawings showing the Equipment Facilities as installed; such drawings shall include the location of any shelters, cabinets, grounding rings, cables, and utility lines associated with Lessee's use of the Premises.

6. Improvements.

(A) Lessee shall improve the Premises by constructing on the Ground Space a concrete pad with dimensions of no more than ___ feet by ___ feet, upon which Lessee will locate its ground Equipment Facilities. As part of the construction and continuing maintenance of the ground Equipment Facilities, Lessee shall ensure that the such facilities are fully enclosed so as to ensure that no unauthorized people gain access thereto. The Ground Space and Tower Equipment Facilities shall be installed according to plans and specifications approved by Lessor. Lessor, as owner of the Premises, shall approve or deny the plans and specifications in writing within 30 days of receipt, provided, however, such approval cannot be unreasonably withheld, conditioned, or delayed. Failure to approve or deny the plans within such period shall be deemed Lessor's approval. If the plans and specifications are rejected, Lessor shall identify with specificity in writing to Lessee, the basis for the rejection, and Lessee may amend and resubmit the plans and specifications to address Lessor's concerns. If Lessor rejects the resubmitted plans, the procedure set forth herein shall apply to the resubmitted plans until such time the plans are approved.

After completion of installation of the Equipment Facilities, should Lessee desire to make any material changes to the facilities, Lessee shall follow the same approval process as required for the initial approval of the improvements. A material change does not include additions to, replacements, upgrades or alterations of, any Equipment Facilities in whole or in part (a) within the confines of the leased space or (b) to the extent attached to the Tower, if the resulting replacement, upgrade or alteration is of substantially the same or lesser size, weight, wind and structural loading. All additions, replacements, upgrades, material and non-material alterations remain subject to all other provisions of this Lease. Notice of any non-material alterations of any Equipment Facilities will be provided by Lessee to Lessor within 5 days of commencing installation or repair.

(B) Lessee shall obtain all licenses, permits, and approvals from applicable governmental and/or regulatory authorities having jurisdiction, as may be required for the construction, installation, and operation of its improvements and Equipment Facilities.

(C) Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.

(D) Within thirty (30) days after the installation of the Equipment Facilities on the Premises, Lessee shall provide Lessor with as-built drawings which show the actual location of the Equipment Facilities consistent with **Exhibit "A"**. Lessee shall also provide Lessor with a complete and detailed inventory of the Equipment Facilities; provided, however, that Lessee shall not be required to include in such inventory any proprietary information, or the identification of any equipment located within Lessee's Equipment Facilities.

(E) Lessee may update or replace the Equipment Facilities from time to time, in accordance with the terms of the Lease.

(F) Lessor shall not be required to make any repairs or improvements to the Premises. Lessee shall be responsible for all costs associated with its use and operation of the Premises.

7. **Fitness for Use**. Lessor makes no representations or warranties as to (i) the fitness of the Premises for the use intended by Lessee; (ii) the use or zoning of surrounding properties and its suitability for Lessee's use; or (iii) any other matters related to the use of the Premises.

8. **Interference**.

(A) **Interference by Lessee's Equipment Facilities**.

(i) Prior to the completion of the installation of the Equipment Facilities, Lessee shall obtain and provide to Lessor, at Lessee's expense, an inter-modulation study indicating that the operation of Lessee's wireless communication facilities, of which the Equipment Facilities are a part, will not interfere with any nearby Lessor facilities or other facilities in place prior to Lessee's Equipment Facilities.

(ii) Lessee's Equipment Facilities shall not cause interference with any of Lessor's communication facilities, including facilities used for providing public safety services, or any prior user's facilities. If Lessee or Lessor determines, using reasonable discretion based on standard and accepted engineering practices, that Lessee's Equipment Facilities are causing interference to the installations of Lessor or a prior user, Lessee shall, within 5 business days of notification from Lessor, commence such actions as are necessary to mitigate or eliminate the interference, with the exception of ceasing Lessee's operations, so long as such interference does not impact Lessor's communication systems, in which case Lessee shall immediately cease operations until the interference is resolved. If Lessee cannot mitigate or eliminate such interference within the 5 business-day period, Lessor may require that Lessee turn off or power down its interfering Equipment Facilities and only power up or use such Equipment Facilities during off-peak hours specified by Lessor in order to test whether such interference continues or has been satisfactorily eliminated. If Lessee is unable to resolve or eliminate, to the satisfaction of Lessor, such interference within 30 days from Lessee's

initial notification thereof, Lessee will immediately remove or cease operations of the interfering Equipment Facilities.

(B) Interference with Lessee's Equipment Facilities.

(i) Lessor agrees to take reasonable efforts to prohibit a subsequent user of the Tower from causing interference with the operations of Lessee. If Lessor determines, in its reasonable discretion based on standard and accepted engineering practices, that a subsequent user's equipment is causing interference to the installations of Lessee, upon Lessee's request, Lessor shall within 48 hours commence such actions as are necessary to mitigate or eliminate the interference, with the exception of ceasing subsequent user's operations.

(ii) Notwithstanding the foregoing, if another user of the Tower is a governmental entity, Lessor shall give such governmental entity written notice of the interference within 5 business days of Lessor's determination that such action is reasonably necessary. Lessor shall have the right to give the governmental entity 5 business days, or more as specified in the governmental site or occupancy agreement or as required by applicable law, from the receipt of such notice prior to Lessor being required to take any actions to cure such interference.

(C) Priority. The Parties acknowledge that priority with regard to protection from interference shall be based on priority of occupancy. Prior users of the Tower shall be protected from interference by Lessor subject to the terms of this section, whereas users in place subsequent to Lessee shall not be protected. Lessee recognizes that in the event it modifies, replaces, or upgrades its Equipment Facilities in such a manner that the frequencies authorized herein are modified, it shall lose its priority position with respect to other users in place as of the date it modifies, replaces, or upgrades the Equipment Facilities and frequencies.

(D) AM Detuning. The parties acknowledge that the FCC Rules and Regulations govern the obligations of Lessee with respect to the operation of the Equipment Facilities. Consequently, the provisions set forth in this Lease are expressly subject to the FCC Rules and Regulations. Lessee agrees, at Lessee's sole cost, to comply with the foregoing as well as any and all other FCC Rules, Regulations and public guidance relating to AM detuning as such provisions currently exist or are hereafter modified. Lessee shall be fully responsible for any pre- or post-installation testing for AM interference at the Tower and for the installation of any new detuning apparatus or the adjustment of any existing detuning apparatus that may be necessary to prevent adverse effects on the radiation pattern of any AM station caused by the installation of the Equipment Facilities. Lessee shall provide Lessor with written proof of such compliance. In the event that Lessee determines that pre- or post-installation testing for AM interference is not required at the Tower, such a determination shall be at Lessee's sole risk. If Lessee or Lessor receive a complaint of interference from an AM broadcast station after the Equipment Facilities are added to the Tower or the Tower is modified to accommodate Lessee, Lessee shall eliminate such interference within 30 calendar days of the receipt of such complaint. Lessee's failure to eliminate the interference within such 30 day period shall constitute a default under this Lease and Lessor shall have the right to eliminate the interference at Lessee's expense. Lessee further agrees to indemnify Lessor in the event that Lessee's failure to comply with the FCC Rules and Regulations prior to installation or modification of the Equipment Facilities results in any administrative investigation, proceeding or adjudication with respect to Licensor.

9. **Emissions.** If antenna power output ("RF Emissions") is presently or hereafter becomes subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("MPE") limits, or if the Tower otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, Lessee shall comply with Lessor's reasonable requests for modifications to the Equipment Facilities which are reasonably necessary for Lessor to comply with such limits, rules, regulations, restrictions or ordinances and Lessor shall use commercially reasonable efforts to cause all other lessees of the Tower to promptly comply. If Licensor requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Lessee and all other lessees of the Tower within 30 days of Lessor's request therefor. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Tower do not comply with MPE limits, then Lessee and Licensor, each for itself, shall immediately take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE and in addition, Lessor shall use commercially reasonable efforts to cause all other licensees of the Tower to take similar steps necessary to ensure that they are individually in compliance with such limits. Modifications to Lessee's Equipment Facilities required to address RF Emission standards, shall have no effect on Lessee's priority with regard to interference.

10. **Repairs and Maintenance to Premises.**

(A) Except as otherwise provided herein, Lessee shall have sole responsibility for the maintenance, repair and security of the Equipment Facilities and Ground Space, and shall keep the same in good repair and condition during the Initial Term of the Lease and any renewal terms.

(B) Lessee shall keep the Premises free of debris and any dangerous, noxious or offensive matter that would create a hazard or undue vibration, heat, noise or signal interference.

(C) In order to minimize disruption to the surrounding area, normal maintenance and repair to the Equipment Facilities shall be restricted to the hours of 7:00 a.m. to 8:00 p.m., Monday through Friday, excluding legal holidays. Emergency maintenance and repairs to the Equipment Facilities may be conducted at any reasonably necessary time. Lessee shall notify Lessor as soon as reasonably practicable regarding off-hour emergency maintenance and repair activities on the Premises.

11. **Replacement or Removal of Tower and Relocation or Removal of Equipment Facilities.**

(A) **Replacement of Tower.** Lessor may, in its sole discretion, replace or rebuild the Tower or a portion thereof. Such replacement will be at Lessor's cost and not result in an interruption of Lessee's wireless communications services beyond that which is necessary to replace the new Tower. If Lessee, in Lessee's reasonable discretion, cannot operate the Equipment Facilities from the existing Tower during such replacement or rebuild of the Tower, Lessee may establish, at Lessee's sole cost, a temporary facility on the Tower to provide such services as Lessee deems necessary during any such construction by Lessor so long as adequate space is then available. The location of such temporary facilities shall be subject to Lessor's approval. Rent due, if any, shall be abated for any period during which Lessee is prevented from

broadcasting from the existing Tower due to such replacement or relocation. At the request of either Party, Lessor and Lessee shall enter into an amendment to this Lease to clarify the rights of each Party to the new Tower Facility.

(B) Removal of Tower. If, during the term of this Lease, Lessor determines based on engineering structural standards generally applied to communications towers that the Tower is or has become structurally unsound such that pursuant to generally accepted industry safety standards the Tower or a portion thereof must be removed, then, upon 90 days prior written notice to Lessee, Lessor may, in its sole discretion either remove the Tower and terminate this Lease effective as of the date of such removal, or modify the Tower and relocate Lessee's Equipment Facilities to an alternative location on the modified Tower. If Lessee and Lessor are not able to agree on an alternative location on the modified Tower for the installation of Lessee's Equipment Facilities within the 90 day notice period, then Lessee or Lessor may elect to terminate the Agreement.

(C) Relocation of Equipment Facilities. In the event another lessee of the Tower and adjacent real property desires to occupy the space on the ground or Tower (which includes any necessary vertical separation as determined by Lessor) where Lessee's Equipment Facilities are then located, Lessor reserves the right to require Lessee to relocate the Equipment Facilities located on the Tower or adjacent real property to another mutually agreeable location, if available, at Lessee's cost and expense. If no mutually agreeable location is available, Lessor agrees that no relocation of Lessee's Equipment Facilities will be required, during the Initial Term of the Lease. Subsequent to the Initial Term, Lessor may notify Lessee in writing that the relocation is necessary, and if other spaces on the ground or space or antenna mount heights on the Tower are available to accommodate Lessee's Equipment Facilities (without the requirement of any improvements to the Tower by Licensor), indicate which other spaces or antenna mount heights are available whether mutually or not such spaces are agreeable to Lessee.

(D) Removal of Equipment Facilities upon Termination. Upon the expiration or earlier termination of this Lease as provided herein Lessee shall remove the Equipment Facilities from the Premises and the licensed area on the Tower at its sole cost and expense. Upon Lessee's removal of the Equipment Facilities, Lessee shall restore the affected portion of the Premises to the condition as it existed prior to the Commencement Date, subject to normal wear and tear. In the alternative Lessor may request that Lessee leave the Equipment Facilities and Ground Space pad, less Lessee's personal property, including moveable equipment, "AS IS" for Lessor's use, in which case ownership of the Equipment Facilities and Ground Space area pad shall become the property of Lessor upon expiration of the Lease, without further action on the part of either party.

12. Taxes and Fees.

(A) Pursuant to Florida law, as governmental entities validly existing within the State of Florida, the Parties are exempt or immune from taxation. However, to the extent any utility fees, assessments, or other governmental charges related to the Premises and Equipment Facilities are validly imposed, Lessee will pay to the appropriate entity all such fees, assessments, or other charges in a timely manner, before they are delinquent, that may arise or are incurred for or during the Initial Term and any renewal terms. It is hereby acknowledged that any for-profit last mile provider subleasing space from Lessee shall not be entitled to exemption from taxation.

(B) Lessee shall have the right to contest the validity or the amount of any charges, assessments, or fees by appellate or other proceedings as may be appropriate in the jurisdiction, and may, if applicable, defer payment of such obligations if payment would operate as a bar to contest, and, if applicable, pay same under protest, or take such other steps as Lessee may deem appropriate, provided, however, that Lessee indemnifies and holds harmless Lessor from any expense (including reasonable attorney's fees for trial, appellate, bankruptcy and administrative proceedings) liability and loss arising out of such contest and pursues such contest in good faith with due diligence, posting any bond or security required by law in connection with the contest, giving Lessor written notice of its intention to contest, taking no action which shall cause or allow the institution of any foreclosure proceedings or similar action against the Premises or Equipment Facilities. Lessor shall cooperate in the institution and prosecution of any proceedings initiated by Lessee and shall execute any documents reasonably required to be executed and make any appearances, which Lessor may reasonably be required to make in connection with such proceedings. Lessee shall be entitled to receive all refunds from the appropriate governmental entities attributable to the Premises, the Ground Space or Equipment Facilities for any period for which Lessee has paid such fees, assessments, or charges. If no refund shall be secured in any proceeding, the party instituting the proceeding shall bear the entire cost, or if Lessor institutes the proceeding at Lessee's request, Lessee shall bear the entire cost.

(C) Should, during the Initial Term or any renewal term of this Lease, a new or otherwise modified tax, fee, charge, or assessment be imposed on, or for the use of or otherwise related to the Premises or Equipment Facilities, or should Lessee's tax-exempt status change, Lessee shall also pay those taxes when due to the appropriate taxing authority, as required by law.

(D) Should Lessee fail, refuse or neglect to pay any required tax or other charges under this section, after receipt of written notice that same have not been paid, Lessor may pay them. On Lessor's demand, Lessee will repay Lessor all amounts thus paid, plus expenses and attorneys' fees reasonably incurred in connection with such payments, plus interest on all amounts at the highest rate allowed by law. On the day Lessor demands repayment or reimbursement from Lessee, Lessor is entitled to collect or enforce these payments in the same manner as a payment of Base Rent. Lessee's election to pay the taxes will not act as a waiver of a default for failure to pay same.

13. **Utilities.** Lessee shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its Equipment Facilities, and shall timely pay all costs associated therewith. Lessee shall have the right to obtain separate utility service from any licensed utility company that will provide such service to the Premises. Lessee may also provide power to the Premises through a standby power generator for Lessee's exclusive use. Lessee covenants that it shall use its best effort to cause the utilities to be installed underground. Lessor agrees to grant utility easements to such utility companies as may be needed to operate and maintain the utility facilities serving the Equipment Facilities.

14. **Permits.** Lessee's lease of the Premises is contingent upon its obtaining all certificates, permits, zoning and other approvals that may be required by any federal, state or local authority. Lessor, as the owner of the Premises and not in its capacity as a governmental or regulatory body, agrees to cooperate with Lessee, at Lessee's expense, in applying for and obtaining all licenses, permits, and other necessary approvals required for Lessee's installation and operation of the Equipment Facilities on the Premises. Lessee shall erect, maintain and operate the Equipment Facilities in accordance with site standards, state statutes, ordinances,

rules and regulations issued by the FCC or any other governing bodies. The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be Lessee's responsibility.

15. **Signs/Graffiti.** Lessee may place signs on the Premises designating the owner of the improvements and wireless communication facilities within the Premises, subject to applicable governmental regulations, including any applicable signage requirements relating to Lessee's federal grant. Lessee shall remove any unauthorized signs or graffiti within a reasonable time, but no later than five (5) days after receipt of written notice from Lessor requesting such removal. If Lessee fails to remove such signs or graffiti after such notice, then Lessor may enter the Premises and undertake any activities necessary to abate or remove graffiti or any unauthorized signage located therein. Lessee shall reimburse Lessor all costs incurred by Lessor for the abatement or renewal of such graffiti or unauthorized signage within thirty (30) days of Lessor's presenting Lessee with a statement of such costs.

16. **Access.** Beginning on the Commencement Date, subject to Lessee's faithful performance of Lessee's covenants and conditions herein contained, Lessor shall deliver to Lessee the right to enter the Premises, subject to the easements, covenants and restrictions of record. Lessor and Lessor's agents are entitled, however, to enter the Premises at all reasonable times to inspect and examine their condition and use.

17. **Default and Remedies.**

(A) Each of the following events shall be an event of default hereunder by Lessee ("Lessee's Default") and shall constitute a default of this Lease:

(i) Whenever Lessee shall fail to pay any installment of Rent within fifteen (fifteen) days after it comes due or whenever Lessee shall fail to pay any other sum payable by Lessee to Lessor or other appropriate governmental entity within fifteen (15) days after receipt of written notice from Lessor that same is due. Notwithstanding the foregoing, failure of a last mile provider to pay Rent for Last Mile Rental Space pursuant to an approved Last Mile Sublease, shall constitute a default of that Sublease only and shall not constitute a default of the In Kind Rental Space portion of the Lease;

(ii) If Lessee fails to comply with the insurance requirements contained herein, and if such failure to pay or comply with the insurance requirements shall continue for fifteen (15) days after Lessor delivers to Lessee a written Notice of Lessee's Default specifying same;

(iii) Whenever Lessee shall do, or permit anything to be done, whether by action or inaction, contrary to any covenant or agreement on the part of Lessee herein contained or contrary to any of Lessee's obligations under this Lease, or shall fail in the keeping or performance of any of Lessee's obligations under this Lease, and Lessee shall fail to remedy the same within thirty (30) days after Lessor shall have given Lessee a written Notice of Lessee's Default specifying same; provided, however, that if the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, Lessee shall have such time as is reasonably necessary to remedy the default, provided Lessee promptly takes and diligently pursues such actions as are necessary therefore;

(B) Upon the occurrence of any Lessee's Default, which is not cured within any applicable notice and cure period, Lessor shall have all remedies allowed by law or in equity, from time to time during the Initial Term or any renewal term, and also Lessor may give to Lessee a notice of Lessor's intent to end the Term on a day not less than thirty (30) days after Lessee's receipt of such notice ("Lessor's Termination Date"), and this Lease and the term and estate hereby granted shall expire and terminate upon Lessor's Termination Date as fully and completely and with the same force and effect as if the day so specified were the Lease Expiration Date, and all rights of Lessee under this Lease shall expire and terminate, or in the alternative Lessor may take possession of the Premises without terminating the Lease, in which event Lessee shall remain liable for damages as allowed by law.

(C) It shall be an event of default by Lessor ("Lessor's Event of Default") whenever Lessor shall do, or permit anything to be done, whether by action or inaction, contrary to any covenant or agreement on the part of Lessor herein contained or contrary to any of Lessor's obligations under this Lease, or shall fail in the keeping or performance of any of Lessor's obligations under this Lease, which Lessor fails to remedy within thirty (30) days after Lessee has given Lessor written notice specifying the same.

(D) Upon the occurrence of a Lessor's Event of Default, which is not remedied within thirty (30) days of receipt of notice from Lessee, Lessee may (i) give to Lessor a notice of Lessee's intent to end the Term on a day not less than thirty (30) days after Lessor's receipt of such notice ("Lessee's Termination Date"), and this Lease and the term and estate hereby granted shall expire and terminate upon the Lessee's Termination Date as fully and completely and with the same force and effect as if the day so specified were the Lease Expiration Date, and all rights of Lessor under this Lease shall expire and terminate or Lessee may institute proceedings for specific performance of this Lease.

18. **Termination.**

(A) In addition to the other termination rights of the parties otherwise provided herein, this Lease may be terminated (i) by either Party if Lessee is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction, installation or operation of the Equipment Facilities within one hundred twenty (120) days from the execution of this Lease; (ii) by Lessee upon thirty (30) days prior, written notice to Lessor if the Premises are not appropriate for Lessee's operations for economic or technological reasons, including, but not limited to signal interference; (iii) by Lessee upon thirty (30) days prior, written notice to Lessor if Lessee is unable to operate the Equipment Facilities on the Premises either due to the action of any regulatory agency which results in Lessee's inability to utilize the Tower; (iv) by Lessee if it determines, in its sole discretion, that the Tower is structurally unsound or otherwise not suitable for Lessee's use, including, but not limited to, consideration of age of the structure, damage or destruction of all or part of the Tower from any source, or factors relating to condition of the Tower, however, Lessor shall first be afforded an opportunity to improve the Tower; (v) by Lessor if it determines, in its sole discretion, that continued use of the Tower by Lessee is a threat to the public health, safety or welfare or violates applicable laws or ordinances, or; (vi) as otherwise provided in this Lease.

(B) Upon the termination of this Lease, removal of the Equipment Facilities shall be governed by Section 7 hereof.

(C) Notice of termination pursuant to this section shall be given in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. In the event of

termination, Lessor shall prorate and return to Lessee any unearned Rent paid prior to the Termination Date.

19. **Condemnation or Destruction.**

(A) **Condemnation.** In the event the Premises are taken by eminent domain, this Lease shall automatically terminate as of the date title to the Premises vests in the condemning authority. In the event of any taking under the power of eminent domain, Lessee shall not be entitled to any portion of the award paid for the taking, and Lessee hereby expressly waives any right or claim to any portion thereof and all such damages shall belong to Lessor. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Lessor, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee for diminution in value of the Equipment Facilities, any and all damage to Lessee's business and any costs or expenses incurred by Lessee in moving or removing the Equipment Facilities. Lessor will inform Lessee of the commencement of any eminent domain proceedings by any governmental authority.

(B) **Destruction.** In the event the Premises, including the Tower, are destroyed or damaged so as to materially interfere with Lessee's effective use thereof through no fault of the Lessee, Lessor shall have the option of restoring or repairing the damaged portions of the Premises. If Lessor fails to take steps to repair the damages within thirty (30) days or such other reasonable time, Lessee will be entitled to terminate this Lease as of the date the Premises became unusable, and Lessee shall be entitled to a return of any unearned rental payments. If Lessor opts to repair or restore the Premises, any applicable Rent due from Lessee shall be abated on a pro rata basis per day during such repair or reconstruction up to a maximum period of thirty (30) days. Lessor shall have no obligation to reconstruct or repair any damage to the Equipment Facilities.

20. **Indemnification.**

(A) Neither Party shall be liable for injury or damage occurring to any person or property arising out of the other Party's use of the Premises.

(B) The following indemnification shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from the sole negligence or intentional misconduct of either Party, and shall survive termination of this Lease. The indemnifying Party shall, at its sole cost and expense, indemnify, defend and hold harmless the other Party, its representatives, agents, employees and elected and appointed officials from and against:

(i) Any and all liability, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the party being indemnified by reason of any act or omission of the indemnifying Party, its personnel, employees, agents, contractors or subcontractors, resulting in property damage, bodily injury or death to any person, or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises and Equipment Facilities, or any failure to comply with any federal, state, or local statute, ordinance or regulation.

(ii) Any and all liabilities, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the indemnified Party by reason of any claim or lien arising out of work, labor, materials, or supplies provided or supplied to the indemnifying Party, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises or Equipment Facilities, and, upon the written request, shall cause such claim or lien against the property to be discharged within thirty (30) days following such request.

(iii) Nothing in this Agreement shall be construed to affect in any way the Lessor's or Lessee's rights, privileges and immunities as set forth in Section 768.28, Florida Statutes. Provided, however, such rights shall only extend to Lessor and Lessee as political subdivisions of the State of Florida and shall not be extended to any non-governmental sub-lessee, successor or assign of either Party.

(C) In the event any action or proceeding shall be brought against Lessor by reason of any matter for which Lessor is indemnified hereunder, Lessee shall, upon notice from Lessor, at Lessee's sole cost and expense, defend the same; provided however, that Lessee shall not admit liability in any such matter on behalf of Lessor without the written consent of Lessor and provided further that Lessor shall not admit liability for, nor enter into any compromise or settlement of, any claim for which it is indemnified hereunder, without the prior written consent of Lessee.

(D) Lessor shall give Lessee prompt notice of any claim or the commencement of any action, suit or other proceeding related to or described in paragraph (B) above. Nothing herein shall be deemed to prevent Lessor from participating in the defense of any litigation by Lessor's own counsel. Lessee shall pay all expenses incurred by Lessor in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as reasonable attorney fees and shall also include the reasonable value of any services rendered by Lessor's attorney, and the actual expenses of Lessor's agents, employees or expert witnesses, and disbursements and liabilities assumed by Lessor in connection with such suits, actions or proceedings but shall not include attorneys fees for services that are unnecessarily duplicative of services provided Lessor by Lessee.

21. **Insurance.** During the term of the Lease, Lessee shall maintain in full force and effect and at its sole cost and expense, the following types and limits of insurance:

(A) Commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability.

(B) Automobile liability insurance covering all owned, hired and non-owned vehicles in use by Lessee, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law.

(C) Workers' compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident.

(D) At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering the antennae facilities and other Equipment Facilities. Upon completion of the installation of the Equipment Facilities, Lessee shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance thereon. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

(E) As an alternative to the foregoing liability insurance requirements, Lessee may provide such insurance through a self-insurance fund sufficient to cover the liabilities mentioned above provided that Lessee shall furnish Lessor with a copy of the self-insurance plan and an independent expert opinion that the self-insurance plan and funding are actuarially sound.

22. **Insurance Administration.**

(A) All policies other than those for Workers' Compensation shall be written on an occurrence and not on a claims-made basis.

(B) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

(C) Lessor shall be named as an additional insured on all insurance policies to the fullest extent allowed by the insurers.

(D) Certificates of insurance evidencing that all required insurance coverage shall be filed and maintained with Lessor annually during the Term of the Lease, and must be received by Lessor at least fifteen (15) days prior to the Initial Term and any renewal terms. Lessee shall immediately advise Lessor of any claim or litigation that may result in liability to Lessor.

(E) All insurance shall be evidenced by valid and enforceable policies, issued by insurers licensed to do business by the State of Florida or surplus line carriers on the State of Florida Insurance Commissioner's approved list of companies qualified to do business in the State of Florida. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company.

(F) The insurance certificates shall specify the deductibles for each type of insurance required by this Lease, except Workers' Compensation insurance. Lessee agrees to indemnify and save harmless Lessor from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

(G) Lessee shall require each and every contractor and its subcontractors who install the Equipment Facilities or any other components of its wireless communication facilities, or perform work thereon, to carry, in full force and effect, workers' compensation, commercial general liability and automobile liability insurance coverage of the types, which Lessee is required to obtain under the terms of this section, with appropriate limits of insurance, and which name Lessor as an additional insured.

(H) If Lessee fails to obtain or maintain insurance coverage sufficient to meet the terms and conditions of this Agreement, then Lessor may immediately terminate this Agreement.

23. **Hazardous Material Indemnification.**

(A) Lessee represents and warrants that it will not generate, use, transport, store or dispose of any Hazardous Material, on or about the Premises in violation of any applicable statute, regulation, rule, law or ordinance.

(B) "Hazardous Material" shall mean any petroleum or petroleum products, asbestos, any substance known to cause cancer and/or reproductive toxicity, and/or any substance, material, chemical or waste defined or designated as hazardous, toxic, dangerous, radioactive or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

(C) Lessor represents and warrants that it will not generate, use, transport, store or dispose of any Hazardous Material, on or about the Premises in violation of any applicable statute, regulation, rule, law or ordinance.

24. **Acceptance of Premises.** By execution of this Lease, Lessee accepts the Premises in the condition existing as of the Commencement Date. Lessor makes no representation or warranty with respect to the condition of the Premises and Lessor shall not be liable for any latent or patent defect in the Premises.

25. **Estoppel Certificate.** Either Party shall at any time and from time to time upon not less than ten (10) days prior request by the other party delivery to the requesting party a statement in writing certifying that (i) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (ii) the dates to which any applicable Rent has been paid; (iii) the party requesting the estoppel certificate is not in default under any provisions of the Lease; and (iv) such other matters as the party may reasonably request.

26. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to Lessor, to:

with a copy to:

If to Lessee, to:

Robert Sheets, General Manager
North Florida Broadband Authority
1500 Mahan Drive, Suite 250
Tallahassee, FL 32308

with a copy to:

Crystalyn R. Carey, General Counsel

North Florida Broadband Authority
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308

27. **Assignment, Subletting and Third-Party Use.** Lessee shall not assign this Lease in whole or in part, or sublet all or any part of the Premises or otherwise allow any third parties to use any part of the Premises without Lessor's prior written consent, not to be unreasonably withheld, conditioned or delayed. If Lessor approves an assignment, sublease, or third-party use, Lessor shall be a party to such assignment, sublease, or use agreement between Lessee and third party.

28. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the Parties, their respective heirs, successors and assigns.

29. **Force Majeure.** If a Party is delayed or prevented from the performance of its obligations under this Lease by reason of earthquakes, landslides, strikes, lockouts, power failure, riots, war, acts of God or other reasons of similar nature, not the fault of the Party delayed in performing its obligations, such Party is excused from such performance of the period of delay. The period for the performance of any such act shall then be extended for the period of such delay.

30. **Holding Over.** Any holding over after the expiration of the final renewal term hereof, with the consent of Lessor, shall be construed to be an annual tenancy, rented at a rate equal to the annual rental rate provided for herein.

31. **Miscellaneous.**

(A) The Parties represent that each, respectively, has full right, power and authority to execute this Lease.

(B) This Lease constitutes the entire agreement and understanding of the Parties and supersedes all offers, negotiations and other agreements of any kind. There are no representations or understandings of any kind not set forth herein with respect to the subject matter hereof. Any modification of or amendment to this Lease must be in writing and executed by both parties.

(C) This Lease shall be construed in accordance with the laws of the State of Florida. The location for the settlement of any disputes arising from this Lease shall be Leon County, Florida. The prevailing party in any action to enforce the provisions of this Lease shall be entitled to recover reasonable attorney's fees.

(D) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(E) Lessor warrants that it owns the Premises in fee simple free and clear of any liens, encumbrances and restrictions that would prevent Lessor from leasing the Premises to Lessee subject to the terms of this Lease, and upon Lessee's compliance with all terms, conditions and obligations of this Lease imposed upon Lessee, Lessee shall be entitled to quiet and peaceful enjoyment of the Premises.

(F) The parties shall execute a Memorandum of Lease in the form attached as **Exhibit "D"** that may be recorded at Lessee's expense in the Official Public Records of _____ County, Florida.

(G) By execution of this Agreement, the parties acknowledge and agree to comply with all applicable terms and conditions of Grant #NT10BIX5570023. Lessor hereby consents to the recording of a Covenant of Purpose, Use and Ownership by Lessee as required by the grant in the form attached hereto as **Exhibit "E"** to evidence the security interest of the United States Government in the Equipment Facilities during the useful life of the equipment and in the In Kind Leased Space during the Initial Term of the Lease.

SIGNATURES APPEAR ON FOLLOWING PAGE

COLUMBIA COUNTY, FLORIDA

Ronald W. Williams, Chair

October 21, 2010

Attest:

Clerk

Approved as to form and substance by:

Attorney

NORTH FLORIDA BROADBAND AUTHORITY

Stephen G. Fulford, Chair

Attest:

Faith Doyle, Clerk

Approved as to form and substance by:

Crystalyn R. Carey, General Counsel

EXHIBIT A
Legal Description of Premises

EXHIBIT "A"

A portion of Block 94 of the Northern Division of the City of Lake City, Columbia County, Florida, more particularly described as follows:

Begin at the Southwest corner of said Block 94 of the Northern Division of the City of Lake City and run North 00°22' West along the West line of said Block 94 a distance of 109.95 feet to the **POINT OF BEGINNING**; thence continue North 00°22' West along said West line of Block 94 a distance of 46.43 feet; thence North 89°53'36" East a distance of 99.90 feet; thence South 00°22'00" East along a line parallel to the West line of Block 94 a distance of 46.66 feet; thence North 89°58'21" West a distance of 99.90 feet to the **POINT OF BEGINNING**. Containing 0.11 acres, more or less.

SUBJECT TO existing easements and restrictions of record.

EXHIBIT B
Non-Exclusive Easement For
Ingress/Egress and Utilities

EXHIBIT C
Tower Elevation

EXHIBIT D

PREPARED BY AND RETURN TO:
Crystalyn R. Carey
Nabors, Giblin & Nickerson, P.A.
1500 Mahan DR, Suite 200
Tallahassee, FL 32303

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this _____ day of _____, 2010, by and between Columbia County, Florida, political subdivision of the State of Florida ("Lessor"), and the North Florida Broadband Authority, an intergovernmental authority created pursuant to Chapter 163, Florida Statutes ("Lessee"), (collectively, the "Parties").

1. The Parties entered into a Lease Agreement ("Lease") on the _____ day of _____, 2010, for a portion of the communications tower located on the property described in **Exhibit "A"** attached hereto and incorporated herein, for the installation, operation, and maintenance of wireless broadband communication facilities, as set forth in the Lease.

2. The term of the Lease is for an initial period of five (5) years commencing on October 21, 2010 ("Commencement Date") and ending on October 20, 2015 ("Termination Date"), with two (2) successive five (5) year renewals.

3.

The Parties have executed this Memorandum of Lease as of the date set forth above.

LESSOR

Chair

_____, 2010

Witnessed by:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, as the Chair of the _____ who is known to me personally.

Notary Public: _____

Commission Expires: _____

NORTH FLORIDA BROADBAND AUTHORITY

Stephen G. Fulford, Chair

Witnessed by:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Stephen G. Fulford, the Chair of the North Florida Broadband Authority, a political subdivision of the State of Florida, who is known to me personally.

Notary Public: _____

Commission Expires: _____

EXHIBIT E

PREPARED BY AND RETURN TO:
Crystalyn R. Carey
Nabors, Giblin & Nickerson, P.A.
1500 Mahan DR, Suite 200
Tallahassee, FL 32303

COVENANT OF PURPOSE, USE AND OWNERSHIP

THIS COVENANT OF PURPOSE, USE AND OWNERSHIP dated this 21ST day of October, 2010 by and between the North Florida Broadband Authority, a legal entity and public body created by interlocal agreement pursuant to Section 163.01, Florida Statutes whose address is 1500 Mahan Drive, Suite 250, Tallahassee, Florida 32308 (hereinafter with its successors and assigns called "Recipient"); and the NATIONAL TELECOMMUNICATIONS AND INFORMATION ADMINISTRATION, UNITED STATES OF AMERICA DEPARTMENT OF COMMERCE, whose address is Herbert C. Hoover Building (HCHB), U.S. Department of Commerce / NTIA, 1401 Constitution Avenue, N.W., Washington, D.C. 20230 (hereinafter with successors and assigns called "NTIA"):

RECITALS:

WHEREAS, Recipient submitted an application, designated as BTOP Award No. #NT10BIX5570023, for financial assistance pursuant to the Broadband Technology Opportunities Program created pursuant to the American Recovery and Reinvestment Act of 2009 (hereinafter the "Act"); and

WHEREAS, by offer of Award, dated February 18, 2010, NTIA offered to Recipient a financial assistance award in the amount of \$30,142,646 (hereinafter called "Award Amount") to assist in financing the design and deployment of a broadband middle mile infrastructure network to serve 15 counties throughout the North Central Florida Rural Area of Critical Economic Concern (hereinafter called "Project"); and

WHEREAS, said Project included the contribution of leased space on the communications tower located on the real property described in Exhibit "A" attached hereto and incorporated herein (hereinafter with all improvements called "Property") as an in kind asset by Columbia County, Florida, the owner of the Property (the "In Kind Lease"). The In Kind Lease is evidenced by the recording of a Memorandum of Lease in the Public Records of Columbia County, Florida at O.R. Book _____, Page _____; and

WHEREAS, said Project also included the purchase of wireless broadband communications equipment to be installed pursuant to the In Kind Lease on the tower by Recipient (the "Equipment"); and

WHEREAS, Recipient accepted the Offer Of Award (hereinafter called "Award Agreement") subject to terms and conditions, pursuant to which Recipient covenanted and agreed to comply with the applicable requirements of 15 C.F.R. part 24; and

WHEREAS, the Award Agreement provides the purposes for which the Award Amount may be used and provides, *inter alia*, that Recipient will not sell, lease, mortgage, or otherwise alienate any right to or interest in the Equipment and In Kind Lease, or use the Equipment or In Kind Lease for purposes other than, and different from, those purposes set forth in the Award Agreement and the application made by Recipient therefore (hereinafter called "Project Purposes"), such alienation and use being prohibited by 15 C.F.R. part 24; and

WHEREAS, under the authority of the Act, NTIA is not authorized to permit Recipient to use the In Kind Lease or Equipment for purposes other than Project Purposes or to lease, transfer, convey, mortgage or hypothecate the Project to any party without prior approval from NTIA, unless NTIA is repaid its share of the market value of the Project, as set forth below;

WHEREAS, Recipient, as lessee pursuant to the In Kind Lease and owner of the Equipment and Columbia County, as owner of the real property described in Exhibit "A", attached hereto, have agreed to record this Covenant in the appropriate office for the recording of public records affecting real property so as to constitute notice to all persons of any and all restrictions on title to and use of the Project and all or part of the real property described in Exhibit "A", attached hereto.

NOW THEREFORE, in consideration of financial assistance rendered and/or to be rendered by NTIA and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and to assure that the benefits of the Project will accrue to the public and be used as intended by both NTIA and Recipient, Recipient hereby covenants and agrees as follows:

1. The estimated useful life of the project is _____ years as determined by

_____.

2. Recipient agrees that for the estimated useful life set forth above, Recipient will not sell, transfer, convey, or mortgage any interest in the In Kind Lease or the Equipment acquired or improved in whole or in part with funds made available through this Award, nor shall Recipient use the In Kind Lease or Equipment for purposes other than the Project Purposes without the prior written approval of the NTIA Grants Officer, or his/her designee or successor. Such approval may be withheld until such time as Recipient first pays to NTIA the Federal share of the Property as provided in 15 C.F.R. part 24. The Federal share of the value of the Property is that percentage of the current fair market value of the Property attributable to the NTIA's participation in the Project (after deducting actual and reasonable selling and fix-up expenses, if any, incurred to put the property into condition for sale). The Federal share excludes that value of the Property attributable to acquisition or improvements before or after NTIA's participation in the Project and not included in Project costs.

3. Recipient further covenants that in the event the In Kind Lease or the Equipment is used for purposes other than Project Purposes, or is sold, leased, transferred, conveyed, or mortgaged without the prior written approval of the Grants Officer, Recipient

will compensate the Federal Government for the Federal share of the Property as described above and in 15 C.F.R. part 24.

4. Recipient further agrees that, as a prerequisite to accepting the disbursement of any Award funds by NTIA, Recipient shall execute and place on record against the In Kind Lease and Equipment acquired or improved in whole or in part with the funds made available through this Award, this Covenant of Purpose, Use and Ownership. Recipient further agrees that whenever the property is sold, leased, or otherwise conveyed pursuant to 15 C.F.R. part 24, Recipient or the transferor shall add to the document conveying such interest a Covenant of Purpose, Use and Ownership. NTIA will in its sole discretion determine whether the Covenant is satisfactory. NTIA may require an opinion of counsel for recipient that the Covenant is valid and enforceable according to its terms and has been properly recorded.

5. It is stipulated and agreed that the terms hereof constitute a reasonable restraint on alienation of use, control, and possession of or title to the In Kind Lease and the Equipment given the Federal Interest expressed herein.

6. This covenant shall run with the land.

IN WITNESS WHEREOF, the recipient has hereunto set their hand as of the day and year first above written by their duly authorized officer. A completed duly recorded copy of this Covenant shall be forwarded to NTIA. (The appropriate acknowledgment must be included for recording in Recipient's jurisdiction.)

NORTH FLORIDA BROADBAND AUTHORITY

Stephen G. Fulford, Chair

Witnessed by:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Stephen G. Fulford, the Chair of the North Florida Broadband Authority, a political subdivision of the State of Florida, who is known to me personally.

Notary Public: _____
Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

**COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 2010R- 50**

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF COLUMBIA COUNTY,
FLORIDA, APPROVING MASTER LEASE
AGREEMENT FOR WIRELESS COMMUNICATION
EQUIPMENT FACILITIES BETWEEN COLUMBIA
COUNTY, FLORIDA AND THE NORTH FLORIDA
BROADBAND AUTHORITY.**

WHEREAS, Columbia County, Florida, (“Lessor”), is the fee simple owner of certain real property located at Franklin Street, Lake City, Florida, which includes a telecommunications tower (“tower”) and other real property and improvements described in Exhibit “A” attached hereto and made a part hereof (“premises”); and

WHEREAS, the North Florida Broadband Authority, (“NFBA”), an intergovernmental authority created pursuant to Chapter 163, Florida Statutes, whose business address is 1500 Mahan Drive, Suite 250, Tallahassee, Florida 32308, (“Lessee”), for the purpose of applying for federal stimulus grant funding to design, deploy and operate a fixed wireless broadband middle mile network to serve the region, including Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, Union and Wakulla Counties and the cities of Cedar Key, Cross City, Lake City, Live Oak, Monticello, Perry, White Springs and Worthington Springs (“network”); and

WHEREAS, as a member of the NFBA, Lessor committed to provide use of the tower for installation of communications facilities upon terms and conditions set forth in the Master Lease Agreement for Wireless Communication Equipment Facilities entered into between Lessor and Lessee; and

WHEREAS, Lessee desires to lease the premises from Lessor in order to locate, install, operate, remove, replace and maintain thereon wireless data communications equipment and enclosures (“equipment facilities”) as more fully described in the Lease; and

WHEREAS, the initial term of the Lease shall be five (5) years commencing on November _____, 2010, and ending on November _____, 2015, unless sooner terminated, modified or extended under the terms of the Lease Agreement or by mutual

consent of the parties, and the term of the Lease shall automatically renew for up to two (2) additional successive 5-year terms unless either party provides written notice of its intent not to renew the Lease to the other party at least 90 days prior to the expiration of the then current term; and

WHEREAS, as provided in the Lease for the initial term of the Lease, Lessor will donate use of 75% of the premises to Lessee as an in-kind asset contribution. The current market value of in-kind rental space is valued at \$1,500.00 per month or \$90,000.00 for the initial 5-year term of the Lease; and the remaining 25% of the premises will be leased for use by Last Mile service providers and the Lessor shall be paid the rental sum of \$500.00 per month in advance. Rent for subsequent terms of the Lease after the initial 5-year term shall be paid by Lessee to Lessor in the amount of \$_____ per year for the in-kind rental space to be paid in twelve (12) equal installments on the first day of every month. In lieu of rental payments, the parties may agree to an exchange of services from Lessee to Lessor in an equivalent value to the monthly rent. In addition to the rent, Lessee agrees to pay its pro rata share of any common expenses shared by Lessor, Lessee and any other entities leasing space on the tower.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA AS FOLLOWS:

Section 1: The Master Lease Agreement for Wireless Communication Equipment Facilities owned by Columbia County, Florida (“Lessor”) to North Florida Broadband Authority (“NFBA”) is approved and the Chairman of the Board of County Commissioners and other appropriate county officials authorized to execute the Master Lease Agreement on behalf of Lessor.

Section 2: Any person or entity seeking additional information concerning the Master Lease Agreement may contact the Columbia County Manager or his designee or successor at 135 NE Hernando Avenue, Lake City, Florida 32055; phone 386/758-1005.

PASSED AND ADOPTED at a regular meeting of the Board of County Commissioners held this _____ day of November, 2010.

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

By: _____
Ronald W. Williams, Chairman

ATTEST: _____
P. DeWitt Cason, Clerk of Court

(SEAL)

Approved as to form:

Marlin M. Feagle
County Attorney

EXHIBIT "A"

A portion of Block 94 of the Northern Division of the City of Lake City, Columbia County, Florida, more particularly described as follows:

Begin at the Southwest corner of said Block 94 of the Northern Division of the City of Lake City and run North 00°22' West along the West line of said Block 94 a distance of 109.95 feet to the **POINT OF BEGINNING**; thence continue North 00°22' West along said West line of Block 94 a distance of 46.43 feet; thence North 89°53'36" East a distance of 99.90 feet; thence South 00°22'00" East along a line parallel to the West line of Block 94 a distance of 46.66 feet; thence North 89°58'21" West a distance of 99.90 feet to the **POINT OF BEGINNING**. Containing 0.11 acres, more or less.

SUBJECT TO existing easements and restrictions of record.

RESOLUTION NO. 2010- R-51

A RESOLUTION ADOPTING PASS THROUGH INCREASES OR DECREASES AS A RULE OF THE BOARD FOR THE PURPOSES OF REGULATING INVESTOR-OWNED WATER, WASTEWATER, AND EFFLUENT RE-USE SYSTEMS IN COLUMBIA COUNTY IN ACCORDANCE WITH 118-225 (k)(1) OF THE COLUMBIA COUNTY CODE OF ORDINANCES

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, pursuant to Florida Statutes Section 367.081(4)(b), water and wastewater utilities are permitted to adjust the rates and charges to its customers without those customers bearing the additional expense of a public hearing with these adjustments depending on the increases and decreases in non-controllable expenses subject to inflationary pressures such as chemicals, utilities and other general operational and maintenance costs; and

WHEREAS, Section 118-225 (k)(1) of the Columbia County Code of Ordinances enables the Board Of County Commissions to authorize or require pass through increases or decreases by rule.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY AS FOLLOWS:

Section 1. Pursuant to section 118-225 (k) (1) of the Columbia County Code of Ordinances, the Board of County Commissioners of Columbia County adopts pass through regulations as defined by Florida Statutes Section 367.081(4)(b) by a Rule of the Board as defined in Ordinance No. 2007-15.

Section 2. The Columbia County Utility Committee may review the utility's rates six months after the pass through rates become effective. If the Columbia County Utility Committee finds that the utility exceeded the range of its last authorized rate of return on equity after an adjustment in rates as authorized by this subsection was implemented, the Columbia County Utilities Committee may recommend to the Board of County Commissioners that the utility to refund, with interest, the difference to the ratepayers and/or adjust the rates accordingly. If the utility's rates were determined using an approved alternative rate setting methodology, this rate after an adjustment in rates as authorized by this subsection was implemented, would substitute for the range of the last authorized rate of return on equity. Nothing in this Section shall be construed to require a bond or corporate undertaking not otherwise required.

Section 3. The Rule shall be effective immediately.

Adopted this ___th day, _____, 2010.

**COLUMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS**

_____, Chairman

ATTEST:

DeWitt P. Cason, Clerk

RESOLUTION NO. 2010-R-52

A RESOLUTION ESTABLISHING A PRICE INDEX FOR 2010 AND ESTABLISHING PROCEDURES FOR IMPLEMENTING PRICE INDEX RATE ADJUSTMENTS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 25-30.420 FOR THE PURPOSES OF REGULATING INVESTOR-OWNED WATER, WASTEWATER, AND EFFLUENT RE-USE SYSTEMS IN COLUMBIA COUNTY

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, section 118-225 (k)(2) of the Columbia County Code of Ordinances and Florida Statutes Section 367.081(4)(a), enable the Board Of County Commissions, on or before March 31 of each year, to establish by order a price increase or decrease index in costs from the most recent 12 month historical data available and that the Board of County Commissioners by rule may establish the procedures to determine such indices and the procedures for the Board or utility may implement rate adjustments based upon the indices; and

WHEREAS, section 25-30.420 (1) of the Florida Administrative Code allows for applications for the price index to be accepted from April of the year the index is established through March 31 of the following year and on February 15, 2010 the Florida Public Service Commission established a price index for 2010; and

WHEREAS, although March 31, 2010 has passed, the Board of County Commissioners wishes to permit investor-owned water, wastewater, and effluent re-use systems to have the option to use the 2010 price index to adjust the rates and charges to its customers without those customers bearing the additional expense of a full rate adjustment proceeding and with these adjustments tied to operational and maintenance costs;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY AS FOLLOWS:

Section 1. The Board of County Commissioners establishes the 2010 Price Index as adopted by the Florida Public Service Commission on February 15, 2010 as the 2010 Price Index for Columbia County and that since the 2010 Price Index was established by the FPSC prior to March 31, 2010, the FPSC approval of the Index shall serve as the approval of the Board for 2010;

Section 2. The Board of County Commissioners, by rule, shall establish the following procedures to implement rate adjustment using a price index:

- (1) The County shall mail each regulated water and wastewater utility a copy of the proposed board action order establishing the index for the year and a copy of the application. Applications for the newly established price index will be accepted from April 1 of the year the index is established through March 31 of the following year. The index shall be applied to all operation and maintenance expenses, except for amortization of rate case expense, costs subject to pass-through adjustments pursuant to Section 367.081(4)(b), F.S., and adjustments or disallowances made in a utility's most recent rate proceeding.
- (2) Any utility seeking to increase or decrease its rates based upon the application of the index established pursuant to subsection (1) and as authorized by Section 367.081(4)(a), F.S., shall file an original and five copies of a notice of intention and the materials listed in (a) through (i) below with Columbia County at least 60 days prior to the effective date of the increase or decrease. The adjustment in rates shall take effect on the date specified in the notice of intention unless the Board finds that the notice of intention or accompanying materials do not comply with the law, or the rules or orders of the Board. The notice shall be accompanied by:
 - (a) Revised tariff sheets;
 - (b) A computation schedule showing the increase or decrease in annual revenue that will result when the index is applied;
 - (c) The affirmation required by Section 367.081(4)(c), F.S.;
 - (d) A copy of the notice to customers required by subsection (6);

- (e) The rate of return on equity that the utility is affirming it will not exceed pursuant to Section 367.081(4)(c), F.S.;
 - (f) An annualized revenue figure for the test year used in the index calculation reflecting the rate change, along with an explanation of the calculation, if there has been any change in the utility's rates during or subsequent to the test year;
 - (g) The utility's Department of Environmental Protection Public Water System identification number and Wastewater Treatment Plant Operating Permit number.
 - (h) A statement that the utility does not have any active written complaints, corrective orders, consent orders, or outstanding citations with the Department of Environmental Protection (DEP) or the County Health Department(s) or that the utility does have active written complaints, corrective orders, consent orders, or outstanding citations with the DEP or the County Health Department(s).
 - (i) A copy of any active written complaints, corrective orders, consent orders, or outstanding citations with the Department of Environmental Protection (DEP) or the County Health Department(s).
- (3) If the Board, upon its own motion, implements an increase or decrease in the rates of a utility based upon the application of the index established pursuant to subsection (1) and as authorized by Section 367.081(4)(a), F.S., the Board will require a utility to file the information required in subsection (2).

- (4) Upon a finding of good cause, the Board may require that a rate increase pursuant to Section 367.081(4)(a), F.S., be implemented under a bond or corporate undertaking in the same manner as interim rates. For purposes of this subsection, “good cause” shall include:
- (a) Inadequate service by the utility;
 - (b) Inadequate record-keeping by the utility such that the Board is unable to determine whether the utility is entitled to implement the rate increase or decrease under this rule.
- (5) Prior to the time a customer begins consumption at the rates established by application of the index, the utility shall notify each customer of the increase or decrease authorized and explain the reasons therefore.
- (6) No utility shall file a notice of intention pursuant to this rule unless the utility has on file with the Board an annual report as required by subsection 25-30.110(3), F.A.C., for the test year specified in the order establishing the index for the year.
- (7) No utility shall implement a rate increase pursuant to this rule within one year of the official date that it filed a rate proceeding, unless the rate proceeding has been completed or terminated.

Section 3. The Rule shall be effective immediately.

Adopted this __th day, _____, 2010.

**COLUMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS**

_____, **Chairman**

ATTEST:

DeWitt P. Cason, Clerk

RESOLUTION NO. 2010-R-53

A RESOLUTION ADOPTING SECTION 25-30.020 OF THE FLORIDA ADMINISTRATIVE CODE AS FEES CHARGED BY COLUMBIA COUNTY, AND ADOPTING THE PROVISIONS OF SAID ADMINISTRATIVE CODE AS A RULE OF THE BOARD FOR THE PURPOSES OF REGULATING INVESTOR-OWNED WATER, WASTEWATER, AND EFFLUENT RE-USE SYSTEMS IN COLUMBIA COUNTY

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, Section 118-227 (g) of the Columbia County Code of Ordinances authorizes the Board Of County Commissions to adopt such fees as set forth in FPSC rules; and

WHEREAS, the Board of County Commissioners of Columbia County desires to adopt the Florida Administrative Code 25-30.020 titled "Fees Required to be Paid by Water and Wastewater Utilities" as amended from time to time as the fees charged by Columbia County in the regulation of investor-owned utilities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY AS FOLLOWS:

Section 1. Pursuant to section 118-227 (g) of the Columbia County Code of Ordinances, the Board of County Commissioners of Columbia County adopts the fees set forth in Florida Administrative Code 25-30.020 as fees to be charged in the regulation of the regulation of investor-owned utilities in Columbia County.

Section 2. These adoption of these fees shall be a Rule of the Board as defined in Ordinance No. 2007-15, and shall by reference automatically include all amendments to F.A.C. section 25-30.020, may from time to time be enacted without inserting any such amendment in the Rule.

Section 3. The Rule shall be effective immediately.

Adopted this ___th day, _____, 2010.

**COLUMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS**

_____, **Chairman**

ATTEST:

DeWitt P. Cason, Clerk

25-30.020 Fees Required to be Paid by Water and Wastewater Utilities.

(1) When a utility files any application for a certificate of authorization pursuant to Sections 367.045, 367.071 and 367.171, F.S., or files any request for a rate change pursuant to Sections 367.081, 367.0814 and 367.0822, F.S. (except an index or pass-through), or files for authorization to collect or change service availability charges pursuant to Section 367.101, F.S., the utility shall remit a fee to the Commission's Division of Administrative Services. A separate fee shall apply for water service and wastewater service. A separate fee shall also apply for each section listed above. For purposes of this rule, capacity is determined by combining the capacities of all systems included in the application. For purposes of this rule, an equivalent residential connection (ERC) is 350 gallons per day (gpd) for water service and 280 gallons per day (gpd) for wastewater service.

(2) The amount of the fee to be filed pursuant to subsection (1) of this rule shall be as follows:

(a) For an original certificate application filed pursuant to Section 367.045, F.S., the amount of the fee shall be as follows:

1. For utilities with the existing or proposed capacity to serve up to 500 ERCs, \$750;
2. For utilities with the existing or proposed capacity to serve from 501 to 2,000 ERCs, \$1,500;
3. For utilities with the existing or proposed capacity to serve from 2,001 to 4,000 ERCs, \$2,250;
4. For utilities with the existing or proposed capacity to serve more than 4,000 ERCs, \$3,000.

(b) For an application for extension or deletion of territory filed pursuant to Section 367.045, F.S., the amount of the fee shall be as follows:

1. For applications in which the area to be extended or deleted has the proposed capacity to serve up to 100 ERCs, \$100;
2. For applications in which the area to be extended or deleted has the proposed capacity to serve from 101 to 200 ERCs, \$200;
3. For applications in which the area to be extended or deleted has the proposed capacity to serve from 201 to 500 ERCs, \$500;
4. For applications in which the area to be extended or deleted has the proposed capacity to serve from 501 to 2,000 ERCs, \$1,000;
5. For applications in which the area to be extended or deleted has the proposed capacity to serve from 2,001 to 4,000 ERCs, \$1,750;
6. For applications in which the area to be extended or deleted has the proposed capacity to serve more than 4,000 ERCs, \$2,250.

(c) For an application for transfer or change in majority organizational control filed pursuant to Section 367.071, F.S., the amount of the fee shall be as follows:

1. For applications in which the utility to be transferred has the capacity to serve up to 500 ERCs, \$750;
2. For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERCs, \$1,500;
3. For applications in which the utility to be transferred has the capacity to serve from 2,001 to 4,000 ERCs, \$2,250;
4. For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERCs, \$3,000.

(d) For an application for a grandfather certificate filed pursuant to Section 367.171, F.S., the amount of the fee shall be as follows:

1. For applications in which the utility has the capacity to serve up to 100 ERCs, \$100;
2. For applications in which the utility has the capacity to serve from 101 to 200 ERCs, \$200;
3. For applications in which the utility has the capacity to serve from 201 to 500 ERCs, \$500;
4. For applications in which the utility has the capacity to serve from 501 to 2,000 ERCs, \$1,000;
5. For applications in which the utility has the capacity to serve from 2,001 to 4,000 ERCs, \$1,750;
6. For applications in which the utility has the capacity to serve more than 4,000 ERCs, \$2,250.

(e) For file and suspend rate cases filed pursuant to Section 367.081, F.S., the amount of the fee shall be as follows:

1. For utilities with the existing capacity to serve up to 500 ERCs, \$1,000;
2. For utilities with the existing capacity to serve from 501 to 2,000 ERCs, \$2,000;
3. For utilities with the existing capacity to serve from 2,001 to 4,000 ERCs, \$3,500;
4. For utilities with the existing capacity to serve more than 4,000 ERCs, \$4,500.

(f) For staff-assisted rate cases filed pursuant to Section 367.0814, F.S., the amount of the fee shall be as follows:

1. For utilities with the existing capacity to serve up to 100 ERCs, \$200;
2. For utilities with the existing capacity to serve from 101 to 200 ERCs, \$500;
3. For utilities with the existing capacity to serve more than 200 ERCs, \$1,000.

(g) For an application for a limited proceeding pursuant to Section 367.0822, F.S., the amount of the fee shall be as follows:

1. For utilities with the existing capacity to serve up to 100 ERCs, \$100;
2. For utilities with the existing capacity to serve from 101 to 200 ERCs, \$200;
3. For utilities with the existing capacity to serve from 201 to 500 ERCs, \$500;
4. For utilities with the existing capacity to serve from 501 to 2,000 ERCs, \$1,000;
5. For utilities with the existing capacity to serve from 2,001 to 4,000 ERCs, \$1,750;
6. For utilities with the existing capacity to serve more than 4,000 ERCs, \$2,250.

(h) For an application for approval of charges or conditions for service availability filed pursuant to Section 367.101, F.S., the amount of the fee shall be as follows:

1. For utilities with existing and proposed capacity to serve up to 100 ERCs, \$100;
2. For utilities with existing and proposed capacity to serve from 101 to 200 ERCs, \$200;
3. For utilities with existing and proposed capacity to serve from 201 to 500 ERCs, \$500;
4. For utilities with existing and proposed capacity to serve from 501 to 2,000 ERCs, \$1,000;
5. For utilities with existing and proposed capacity to serve from 2,001 to 4,000 ERCs, \$1,750;
6. For utilities with existing and proposed capacity to serve more than 4,000 ERCs, \$2,250.

Specific Authority 350.127(2), 367.121(1) FS. Law Implemented 367.045(1)(d), (2)(e), 367.071(3), 367.081(5), 367.0814(2), 367.0822(2), 367.101(2), 367.145, 367.171(2)(b) FS. History—New 10-29-80, Formerly 25-10.11, 25-10.011, Amended 11-10-86, 11-30-93.

Memo

To: Dale Williams, County Manager
From: Debbie Paulson, Library Director 
CC: Michele Crummit
Date: 11/3/2010
Re: Promotion and Salary Increase for Zulima Martinez

Please find attached my original memo dated June 16, 2010, included with my 2010-11 budget request last June, regarding a salary increase for Zulima Martinez, Librarian II. We recently recruited and interviewed for a vacant Branch Manager III position and Ms. Martinez was selected as our top candidate.

I would like to request that Ms. Martinez receive the original requested midpoint salary for Librarian II at \$17.56/hour, or \$36,524.80 annualized, and also a nominal promotional increase of 1% (\$.1756), to be effective December 1, 2010. I would appreciate it very much if this request could be on the agenda for the BCC November 18, 2010 meeting.

The Branch Manager III position's hiring range was advertised up to \$17.415/hour, or \$36,223.20 annualized. This is \$.145 per hour less than the request to move her to the midpoint of the Librarian II's range. So that she would not receive a pay cut after being promoted, I would like to be able to increase her salary 1% to \$17.7356/hour, or \$36,890.05 annualized.

The attached NOPA form reflects both the salary increase to the midpoint of the Librarian II position and the 1% increase for her promotion to Branch Manager III. There would be sufficient funds to cover the increase because the Branch Manager III position has been vacant and the effective date would be at least two payrolls into the new fiscal year.

Please let me know if I can provide you with further information.

Thank you.

Memo

To: Dale Williams, County Manager
From: Debbie Paulson, Library Director 
CC: Michele Crummitt, Human Resources Director
Date: June 16, 2010
Re: Salary Increase Request for Zulima Martinez

I would like to request a salary increase for Zulima Martinez, Librarian II, for the 2010-2011 fiscal year. Zulima started working for the Columbia County Public Library in 2004 and has been promoted several times, most recently to Librarian II in February, 2008. Zulima completed her Master's Degree in Library Science in December, 2009 and I feel she is very deserving of the increase.

In 2007, I hired a Librarian II at the midpoint of the starting salary because of concerns regarding retention. She had a Master's Degree in Library Science, but no public library experience (academic library experience only). She was one of the employees laid off in October, 2009. When Zulima was promoted in 2008 to Librarian II she did not start at the midpoint because she did not have a Master's Degree in Library Science. However, she has now furthered her education and increased her credentials and I feel she should be compensated accordingly. She is a very valuable employee and furthering her education to become a professional librarian has enhanced her abilities, thus enhancing her service to the citizens of Columbia County.

This position is funded with State Aid. With the retirement of the Youth Services Coordinator last January, we recently filled that Librarian II vacancy (through promotion) at a savings of approximately \$8,955 in salary and benefits (employee does not have a Master's Degree in Library Science). By raising Zulima to the midpoint of the Librarian II range, the difference would be approximately \$6,550 in her current salary and benefits., but still several thousand less that what was budgeted for these two Librarian II positions in this current fiscal year.

Please let me know if I can provide you with more information or further explanation.

Thank you very much.

Columbia County
Board of County Commissioners
Notice of Personnel Action

Reporting Department: Library

Date Prepared: 11/3/2010

Employee Name: Zulima Martinez

Collective Bargaining Unit

Non-Collective Bargaining Unit

TYPE OF ACTION

EFFECTIVE DATE:

12/1/2010

- Original Appointment
- Reinstatement
- Promotion
- Demotion
- Return to Duty
- Termination
- Reassignment
- Credit Union

- Dismissal
- Retirement
- Death
- Layoff
- Resignation
- Promotional Increase
- Merit Increase
- Change of Ins.

- Transfer From
- Leave of Absence
- Transfer To
- Leave Accrual Chg.
- Pay Range Adj.
- Reduction in Pay
- DROP
- Other

DUTY STATUS

Probationary Regular Temporary Other

ACTION TAKEN

<p>FROM</p> <p>Librarian II</p> <hr/> <p>\$15.03/hr, \$31,263 annualized</p> <hr/>	<p>CLASS/TITLE</p> <p>POSITION</p> <p>SALARY</p> <p>ANNIVERSARY</p> <p>DIVISION</p> <p>OTHER</p>	<p>TO</p> <p>Library Branch Manager III</p> <hr/> <p>\$17.7356/hr, \$\$36,890.05</p> <hr/>
------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------

REMARKS

Please refer to attached memos dated 6/16/2010 and 11/3/2010 for explanation.

SEPARATION INFORMATION

Last Day on Payroll: _____ Payable Hours Annual Leave: _____
 Reemployment Status: (a) same class Yes No (b) other Yes No
 Performance Evaluation Received: Yes No

EMPLOYEE	Date		Date
HUMAN RESOURCES DIRECTOR	Date	DEPARTMENT HEAD	Date
COUNTY MANAGER	Date	PAYROLL CLERK	Date

Memo

To: Dale Williams, County Manager

From: Debbie Paulson, Library Director 

CC: Michele Crummitt

Date: June 17, 2010

Re: Bonus for Stephanie Tyson

In October, 2009, one of the three staff working in the Library's Youth Services Department, Janette Smith, was one of three Library employees laid off due to cuts in the Library Enhancement Budget. The Youth Services Coordinator, Beverly Schulz, retired on January 31, 2010, leaving one employee, Stephanie Tyson, to manage that department by herself since then. Recently, Ms. Tyson was promoted to Youth Services Coordinator (Librarian II). Although the interviews were held in early March, the recruitment was halted due to the State Aid to Public Libraries crisis which ended when Governor Crist signed the FL State Budget on May 28, 2010.

Ms. Tyson has been doing a commendable job managing the Youth Services Department by herself for four+ months and I feel she deserves a bonus for her efforts. Not only did she provide excellent customer service and collection development, she maintained the vigorous children's program schedule where attendance skyrocketed. We recently hired a temporary 19 hours/week person (Janette Smith whom we had to lay off last October) through Wal-Staf to assist Ms. Tyson for 8 weeks during the very busy Children's Summer Ready Program.

There are funds available to provide the bonus due to Ms. Schulz's retirement and her position remaining vacant until this week, including the funds being used to pay for Ms. Smith's temporary position with us. I would like to award Ms. Tyson a \$2,000 bonus for her above and beyond efforts in maintaining a three-person department by herself during four months. The bonus would come from 104.7160.571.10-12 in the current fiscal year (2009-2010).

Please let me know if I can provide you with further explanation or information.

Thank you very much.

Columbia County
Board of County Commissioners
Notice of Personnel Action

Reporting Department: Library

Date Prepared: 10/13/2010

Employee Name: Stephanie Tyson

Collective Bargaining Unit

Non-Collective Bargaining Unit

TYPE OF ACTION

EFFECTIVE DATE: 10/20/2010

- Original Appointment
- Reinstatement
- Promotion
- Demotion
- Return to Duty
- Termination
- Reassignment
- Credit Union

- Dismissal
- Retirement
- Death
- Layoff
- Resignation
- Promotional Increase
- Merit Increase
- Change of Ins.

- Transfer From
- Leave of Absence
- Transfer To
- Leave Accrual Chg.
- Pay Range Adj.
- Reduction in Pay
- DROP
- Other

DUTY STATUS

Probationary Regular Temporary Other

ACTION TAKEN

FROM	CLASS/TITLE	TO
N/A	POSITION	
	SALARY	
	ANNIVERSARY	
	DIVISION	716
	OTHER	\$2,000.00 bonus

REMARKS

Per attached memo, Ms. Tyson managed the Youth Services Department by herself from January through mid-September when the second position in that department was filled. The third position was eliminated in budget cuts in the 2009-10 fiscal year and the Youth Services Coordinator retired in January, 2010.

SEPARATION INFORMATION

Last Day on Payroll: _____ Payable Hours Annual Leave: _____
 Reemployment Status: (a) same class Yes No (b) other Yes No
 Performance Evaluation Received: Yes No

Stephanie Tyson 10/14/10
 EMPLOYEE Date
Michelle Rummel 10/14/10
 HUMAN RESOURCES DIRECTOR Date
 COUNTY MANAGER Date

Deborah Paulson 10/13/10
 DEPARTMENT HEAD Date
 PAYROLL CLERK Date

District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Dale Williams, County Manager
FROM: Kevin Kirby, Public Works Director 
DATE: October 26, 2010
SUBJECT: Position Vacancies

The Public Works Department currently has two vacancies that need to be filled; one is an EO II position, the other a Mechanic II.

The EO II position is to replace Sammy Back who was promoted to EO III, replacing Mike Little.

The Mechanic II position is being vacated by Brian Rose who tendered his resignation effective October 29, 2010.

I am requesting that we post in-house for both positions as soon as possible. If no suitable candidates are found, I request authorization to advertise the positions.

Thank you for your continued support of this department.

BOARD MEETS FIRST THURSDAY AT 7:00 P.M.
AND THIRD THURSDAY AT 7:00 P.M.

District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Michele

*11/28/10
Aguda*

Memorandum

October 27, 2010

To: Dale Williams, County Manager

From: Clint Pittman, Director, Landscape & Parks *CP*

Re: Request to advertise

I am requesting approval to advertise for a maintenance technician for the Landscape and Parks department. The position is vacant due to employee leaving because of health issues.

BOARD MEETS FIRST THURSDAY AT 7:00 P.M.
AND THIRD THURSDAY AT 7:00 P.M.



District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

*11/18/10
Agenda*

TO: Dale Williams, County Manager
FROM: Kevin Kirby, Public Works Director *KK*
DATE: November 2, 2010
SUBJECT: Cardinal Farms and Suwannee Valley Farms

I have recently been contacted by Brad Dicks with a request that we accept maintenance for the roadways in the above referenced subdivisions (see attached.)

In the past, we have required a 50% build-out before accepting maintenance. Neither of these subdivisions are 50% built-out.

Please advise how you wish to proceed on Mr. Dicks' request.

Thank you.

BOARD MEETS FIRST THURSDAY AT 7:00 P.M.
AND THIRD THURSDAY AT 7:00 P.M.

SUBRANDY LIMITED PARTNERSHIP

1286 West US 90
P.O. Box 513
Lake City, Florida 32056-0513

PHONE (386) 752-8585

800-545-3501

September 17, 2010

Columbia County Road Department
Hand Delivered

To Whom It May Concern:

I was advised by the Water Management District that Suwannee Valley Farms roadways have not had the maintenance entity transferred. The roadways were built to County standards and accepted by the commissioners. The roadways were built in 2005 so we are well beyond the 12-month requirement.

I believe the County has been maintaining these roads but we have also mowed them on several occasions when we were mowing vacant lots. The project appears to be holding up well and has sufficient vegetation.

This development did not require any retention ponds and utilized ditch blocks and natural low areas. I believe you'll find everything in place and in order.

If you could complete Section B as required by the Water management District, I'll be happy to pick it up and deliver it to them.

Sincerely,

Bradley N. Dicks

SEP 17 2010

SUBRANDY LIMITED PARTNERSHIP

1286 West US 90
P.O. Box 513
Lake City, Florida 32056-0513

PHONE (386) 752-8585

800-545-3501

September 17, 2010

Columbia County Road Department
Hand Delivered

To Whom It May Concern:

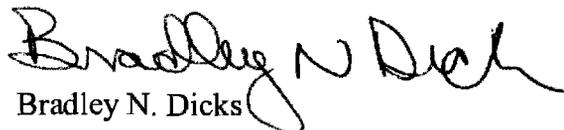
I was advised by the Water Management District that Cardinal Farms roadways have not had the maintenance entity transferred. The roadways were built to County standards and accepted by the commissioners. The roadways were built in 2004 so we are well beyond the 12-month requirement.

I believe the County has been maintaining these roads but we have also mowed them on several occasions when we were mowing vacant lots. The project appears to be holding up well and has sufficient vegetation.

This development did not require any retention ponds and utilized ditch blocks and natural low areas. I believe you'll find everything in place and in order.

If you could complete Section B as required by the Water management District, I'll be happy to pick it up and deliver it to them. I have enclosed the front page of the permit and will be happy to provide you with construction plans if necessary.

Sincerely,


Bradley N. Dicks

SEP 17 2010

BCC (FYI)
11-18-10
Wanda



Sheriff Mark Hunter

COLUMBIA COUNTY SHERIFF'S OFFICE

4917 US Hwy. 90 East • Lake City, Florida 32055-6288
www.columbiasheriff.com

November 5, 2010

Honorable Ron Williams, Chairman
Board of County Commissioners
P.O. Drawer 1529
Lake City, FL 32056

RECEIVED

NOV - 8 2010

Board of County Commissioners
Columbia County

Dear Mr. Williams,

Attached you will find Budget Amendment #4 for fiscal year 2010-2011 in the amount of \$171,580.00. We are requesting these funds from the prior year-end close monies which were previously returned to the Board in order to purchase patrol vehicles to replace pre-2000 patrol vehicles in our fleet.

Your full consideration to this request will be greatly appreciated

Sincerely,

Mark Hunter
Sheriff, Columbia County

cc: Dale Williams, County Coordinator
Accounting Department

P. DeWitt Cason

Clerk of Circuit Court - Columbia County, Florida



RECEIVED
OCT 29 2010

Board of County Commissioners
Columbia County

October 28, 2010

The Honorable Ronald Williams, Chairman
Columbia County Board of County Commissioners
P.O. Box 1529
Lake City, FL 32056

Dear Commissioner:

Attached is the Clerk of Court's Annual Local Government Financial Report for the fiscal year ended September 30, 2010. As the report details, Non-Court revenues exceeded expenditures by \$42,905.57. A check for this amount is attached.

We respectfully request that this amount be returned to this office to help fund Non-Court operations for the 2010-2011 fiscal year. Recording fees and other charges are expected to remain at historically low levels for the upcoming year. This request is necessary to ensure that this office can continue to provide essential services during these difficult economic times, without additional layoffs of employees.

Thank you for your continued cooperation as we work together for the citizens of Columbia County.

Sincerely,

A handwritten signature in cursive script that reads "P. DeWitt Cason".

P. DeWitt Cason
Clerk of Courts

**COLUMBIA COUNTY CLERK OF COURT
LOCAL GOVERNMENT FINANCIAL REPORT
FISCAL YEAR ENDED 09/30/2010**

	<u>2009-10 BUDGET</u>	<u>09/30/09 YEAR TO DATE</u>
NONCOURT		
REVENUES		
BCC	398,624	398,624
RECORDING FEES	160,000	140,196
IVD GRANT	69,258	90,755
OTHER CHARGES	100,000	103,500
TOTAL REVENUES	<u>727,882</u>	<u>733,075</u>
EXPENDITURES		
BCC	315,608	304,630
OTHER GENERAL GOVERNEMENT INFORMATION TECHNOLOGY	337,197	321,289
	63,707	64,250
TOTAL EXPENDITURES	<u>716,512</u>	<u>690,169</u>
REVENUES MINUS EXPENDITURES DUE TO BCC		<u>42,906</u>

P. DeWitt Cason
CLERK OF COURTS
OPERATING ACCOUNT
P.O. DRAWER 2069 • LAKE CITY, FL 32056

FIRST FEDERAL
SAVINGS BANK OF FLORIDA
Lake City, Florida 32025

011543

****FORTY TWO THOUSAND NINE HUNDRED FIVE AND 57/100 DOLLARS

PAY

DATE

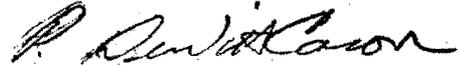
AMOUNT

10/28/2010

*****42,905.57

TO
THE
ORDER
OF

BOARD OF COUNTY COMMISSIONERS
COURTHOUSE ANNEX
32056



P. DEWITT CASON

Clerk of Courts

⑈011543⑈ ⑆263184488⑆

001446460⑈

011543

BOARD OF COUNTY COMMISSIONERS 10/28/2010

Check No 11543

Document No.	Date	Description	Net Amount
OCT 10	10/28/10	NONCOURT REVENUES FY 09-	42,905.57

42,905.57



Designated Commission Representatives
and Staff Liaison
Requested for FY 10-11

ACTION REQUESTED AS SOON AS PRACTICABLE

1. **In accordance with the Small County Coalition Bylaws each regular member of the Small County Coalition annually appoints two Commissioner Representatives to serve as the County Commission representatives on the Small County Coalition Board of Directors.**
2. **Each regular member is also requested to identify a county staff person to serve as the county liaison with the Coalition office.**

The significance of the designation is as follows -

- Each member has two individuals representing the commission on the Coalition Board of Directors.
- The individuals designated are recognized as the credentialed representatives regarding Small County Coalition voting procedures, however, if the designated commissioners are not able to attend meetings other Commissioners in attendance will be recognized as having voting privileges.
- Only Individuals designated as Commission Representatives are eligible to be nominated as a Coalition officer or Executive Committee when elections occur at the Annual Meeting after the legislative session.
- Note - All commission members can attend any meeting that is held by the Small County Coalition.

Please send the Small County Coalition Office by FAX - Email or by some other means the names of the two commissioners that will be recognized by the Small County Coalition for FY10-11. E-MAIL - cdoolin@nettally.com FAX - 850-222-3663

SMALL COUNTY COALITION BOARD OF DIRECTOR DESIGNATIONS

Name of County - **Columbia**

Name of Commissioners designated

Commissioner **Ronald W. Williams**

Telephone - **386-758-1005**

E-mail **lisa_roberts@columbiacountyfla.com**

Commissioner **Stephen E. Bailey**

Telephone - **386-758-1005**

E-mail **stephen_bailey@columbiacountyfla.com**

Staff Liaison Designated: **Dale Williams**

Title - **County Manager**

Telephone - **386-758-1005**

E-mail **dale_williams@columbiacountyfla.com**

Lisa Roberts

From: Chris Doolin [cdoolin@nettally.com]
Sent: Monday, November 08, 2010 10:02 AM
To: Lisa Roberts
Subject: RE: ACTION REQUESTED - Small County Coalition Commission Representative Designations for 10-11

Mr. Williams is already a designated rep for Columbia – so he is in position for us to move him up to be a regional rep.

Columbia needs to pick two reps for the county. One should continue to be Mr. Williams.

Chris Doolin

President – Christian B. Doolin & Associates
Vice – President – Robert P. Jones & Associates
Mobile – 850-508-5492
E-mail – cdoolin@nettally.com

From: Lisa Roberts [mailto:lisa_roberts@columbiacountyfla.com]
Sent: Monday, November 08, 2010 9:55 AM
To: 'Chris Doolin'
Subject: RE: ACTION REQUESTED - Small County Coalition Commission Representative Designations for 10-11

Chris:

Commissioner Ronald Williams spoke to me regarding your conversation with him serving on the Executive Committee. He would like to serve and is interested in bringing this before our Board on November 18th for approval; therefore, could you forward the letter you and he had discussed regarding this position?

Thank you for your assistance.

Lisa K.B. Roberts
Assistant County Manager
Columbia County, Florida

From: Chris Doolin [mailto:cdoolin@nettally.com]
Sent: Wednesday, November 03, 2010 5:29 PM
To: Chris Doolin
Subject: ACTION REQUESTED - Small County Coalition Commission Representative Designations for 10-11

In accordance with the Bylaws of the Small County Coalition, each member county is requested to submit the names of two commissioners that will serve as the county representatives to the Small County Coalition Board of Directors during FY 10-11.

Attached are two documents –

The document entitled – Small County Commissioners and Staff list the names of the county commissioners currently serving in Coalition member counties. **Newly elected commissioners are bolded and italicized.**

The second document entitled Request for County Designated Liaisons - explains the procedure regarding the County Commission representatives. Please note –the names currently listed in our records as county designees will remain the official representatives for the county unless we hear from the county in some subsequent.

response. We have included a list within the second document.

Also – if one of your commissioners is currently serving as a Coalition Officer or on the Executive Committee – you will need to redesignate them in order for them to continue to serve in that capacity. Only designated representatives can be a Coalition officers or Executive Committee member.

Chris Doolin

President – Christian B. Doolin & Associates

Vice – President – Robert P. Jones & Associates

Mobile – 850-508-5492

E-mail – cdoolin@nettally.com

Lisa Roberts

From: Chris Doolin [cdoolin@nettally.com]

Sent: Wednesday, November 03, 2010 5:29 PM

To: Chris Doolin

Subject: ACTION REQUESTED - Small County Coalition Commission Representative Designations for 10-11

In accordance with the Bylaws of the Small County Coalition, each member county is requested to submit the names of two commissioners that will serve as the county representatives to the Small County Coalition Board of Directors during FY 10-11

Attached are two documents –

The document entitled – Small County Commissioners and Staff list the names of the county commissioners currently serving in Coalition member counties. ***Newly elected commissioners are bolded and italicized.***

The second document entitled Request for County Designated Liaisons - explains the procedure regarding the County Commission representatives. Please note –the names currently listed in our records as county designees will remain the official representatives for the county unless we hear from the county in some subsequent response. We have included a list within the second document.

Also – if one of your commissioners is currently serving as a Coalition Officer or on the Executive Committee – you will need to redesignate them in order for them to continue to serve in that capacity. Only designated representatives can be a Coalition officers or Executive Committee member.

Chris Doolin

President – Christian B. Doolin & Associates

Vice – President – Robert P. Jones & Associates

Mobile – 850-508-5492

E-mail – cdoolin@nettally.com



**Small County Coalition Board of Directors
and Staff Liaison from 09-10**

1. The following are the names on record with the Coalition as the county designees – they will remain the same for 10-11 until the Coalition Office is notified.
2. Blanks indicate that the previous designee is no longer on the Commission.

County	Commissioner	Commissioner	Staff Liaison
Baker County	Gordon Crews		Vacant
Bradford County	Ross Chandler		Brad Carter
Calhoun County	<u>Harold Pickron</u>		Ruth Attaway
Columbia County	Ronald Williams	Stephen Bailey	Dale Williams
DeSoto County	Ronald Neads	Elton Langford	Mandy Hines
Dixie County	Mark Hatch	Marvin Hunt	Mike Cassidy
Franklin County	Cheryl Sanders	Noah Lockley, Jr.	Alan Pierce
Gadsden County	Gene Morgan	Sherrie Taylor	Johnny Williams
Gilchrist County	D. Ray Harrison	Randy Durden	Ron McQueen
Glades County	Robert Giesler	Paul Beck	Wendell Taylor
Gulf County	Warren Yeager	Bill Williams	Don Butler
Hamilton County	Ronny C. Morgan	Lewis Vaughn	Danny Johnson
Hardee County	Minor Bryant	Terry Atchley	Lex Albritton
Hendry County	Karson Turner		Judith Kennington-Korf
Highlands County			Richard Helms
Holmes County	Kenneth Williams	Monty Merchant	Sherry Fitzpatrick
Jackson County	Chuck Lockey	Jeremy Branch	Ted Lackey
Jefferson County	Hines Boyd	Stephen Fulford	Roy Shleicher
Lafayette County	Earnest Jones	Jack Byrd	Ricky Lyons
Levy County			Fred Moody
Liberty County	Davis Stoutamire	Dexter Barber	Robert Hill
Madison County	Roy Ellis	Renetta Parrish	Allen Cherry
Martin County	Doug Smith	Edward Ciampi	Taryn Kryzda
Monroe County	George Neugent		Roman Gastesi
Nassau County	Barry Holloway		Ted Selby
Okcechobee County	Ray Domer	Margaret Helton	Lyndon Bonner
Putnam County	Brad Purcell	Chip Laibl	Rick Leary
Santa Rosa County	Bob Cole	Don Salter	Hunter Walker
Suwannee County	Wesley Wainwright		Joseph Gerrity
Taylor County	Pat Patterson		Jack Brown
Union County	Wayne Smith	Morris Dobbs	Regina Parrish
Wakulla County			Vacant
Walton County	Larry Jones	Sara Commander	Ken Little
Washington County	Joel Pate	Bill Howell	Emory Pitts