



**AGENDA**  
***Regular Meeting – September 13, 2023 – 9:00 AM***  
***Courthouse Annex***

**Open Meetings are Held at the Courthouse Annex, located at 229 SW Pinckney St., Room 107**

**Public Participation is also Provided Online via GoToMeeting.**

**Please visit: <https://global.gotomeeting.com/join/265220797> or call using the information below**

**Phone Number (Toll Free): 1-877-309-2073    Access Code: 265-220-797**

**CALL TO ORDER**

**PROCLAMATIONS AND RECOGNITIONS**

**CONSTITUTIONAL OFFICERS REPORTS**

**COUNTY ATTORNEY REPORT**

**COUNTY MANAGER REPORT**

**MADISON COUNTY DEVELOPMENT COUNCIL (MCDC) REPORT**

**ADOPTION OF THE AGENDA**

**APPROVAL OF THE MINUTES**

1. Regular Meeting August 23, 2023
2. Workshop August 23, 2023
3. Special Meeting August 28, 2023
4. Special Meeting September 6, 2023

**PUBLIC HEARINGS**

1. Application CPA 23-02 – Review and Recommendation of Approval of Ordinance Adopting Ordinance Adopting the Land Use Change for 23-acre Parcel Requested by Karl & Elizabeth Williams – Parcel No. 21-1S-10-1289-003-001 – Mrs. Renee Demps.
2. Application CPA 23-03 – Review and Recommendation of Approval of Ordinance Adopting the Land Use Change for 2.3-acre Parcel Request by John Scott – Parcel No. 21-1N-07-2488-007-000 – Mrs. Renee Demps.

**PETITIONS FROM THE PUBLIC – FIVE (5) MINUTE LIMIT**

**CONSENT AGENDA**

- 1. Health Department Contract and Fee Schedule.

**UNFINISHED BUSINESS**

- 1. .

**PUBLIC WORKS DEPARTMENT**

- 1. .

**NEW BUSINESS**

- 1. Approval of FEMA License/Use Agreement for Disaster Recovery Center at CareerSource North Florida Office.
- 2. Approval of BlueSky Restoration Contractors Courthouse Work Authorization.
- 3. Approval of BlueSky Restoration Contractors Agricultural Center Work Authorization.
- 4. Approval of RJ Young Order for Copier at Emergency Management.
- 5. Discussion Regarding Small County Surtax Disbursement – Clerk of Court.

**COMMISSIONER CLOSING COMMENTS**

**ADJOURNMENT**

<b>Planning &amp; Zoning Board</b>	<b>Term Ends</b>	<b>Tourist Development Council</b>	<b>Term Ends</b>
Mack Primm	June 1, 2025	Trent Abbott	
Calvin Malone	June 1, 2024	Latrell Ragans	
VACANT	June 1, 2023	Brian Williams	
Dorothy Alexander	June 1, 2024	Ina Thompson	
Ben Jones	June 1, 2026	Wayne Shewchuk	
Richard Cone	June 1, 2025	Byron Poore	
Mike Holton	June 1, 2025	Jacquelyn Blount	
		Bobbi Breo	

**BOARD OF COUNTY COMMISSIONERS  
MADISON COUNTY, FLORIDA  
COURTHOUSE ANNEX  
MINUTES OF THE REGULAR MEETING  
WEDNESDAY, AUGUST 23, 2023  
6:00 P.M.**

The Board of County Commissioners of Madison County Florida met this day in regular session. Members of the public were allowed to view this meeting, listen to this meeting and were given a reasonable opportunity to present comments to the Board by telephone and through the video/teleconferencing system "Go-To-Meeting".

The Chair called the meeting to order at 6:00 p.m. and conducted roll call. The members of the Board attended the meeting as follows:

<u>District</u>	<u>Office</u>	<u>Name</u>	<u>How Attended</u>	<u>Portion Attended</u>
1		Alston Kelley	In Person	All
2		Donnie Waldrep	In Person	All
3		Ronnie Moore	In Person	All
4		Alfred Martin	In Person	All
5	Chairman	Brian Williams	In Person	All

County Constitutional Officers attended the meeting as follows:

<u>Position</u>	<u>Name</u>	<u>How Attended</u>	<u>Portion Attended</u>
Clerk of Court	Billy Washington	In Person	All

County staff attended the meeting as follows:

<u>Position</u>	<u>Name</u>	<u>How Attended</u>	<u>Portion Attended</u>
County Manager	Sherilyn Pickels	In Person	All
Executive Assistant	Kechia Robinson	In Person	All
County Attorney	George T. Reeves	In Person	All
Building Official	Rick Anderson	In Person	All
County Planner	Renee Demps	In Person	All
Fire/Rescue Chief	Allen Clayton	In Person	All
Road Dept. Director	Lonnie Thigpen	In Person	All

**Constitutional Officers Report:**

- Major Epp Richardson of the Madison County Sheriff's Office reported that they should be able to "go live" with the new radio system on Friday or Monday.

**County Attorney Report:** None

**County Manager Report:** None

**Adoption of Agenda:**

A request was made to add New Business #5 – Discussion Regarding Designation of County Owned Property for proposed Multi-Purpose/Agricultural Building and New Business #6 – Discussion Regarding Hospital Outstanding Debt. A motion was made and seconded to adopt the agenda as amended. Upon vote of the Board, the motion carried. The motion was made, seconded and voted on by the Commissioners as follows:

District	Commissioner	Motion	Second	Yea	Nay	Not Present	Recused
1	Kelley			X			
2	Waldrep			X			
3	Moore	X		X			
4	Martin		X	X			
5	Williams			X			

**Approval of Minutes:**

A motion was made and seconded to approve the minutes of the regular meeting held August 9, 2023 and the of the workshop meetings held July 31, 2023 and August 11, 2023. Upon vote of the Board, the motion carried. The motion was made, seconded and voted on by the Commissioners as follows:

District	Commissioner	Motion	Second	Yea	Nay	Not Present	Recused
1	Kelley	X		X			
2	Waldrep			X			
3	Moore			X			
4	Martin		X	X			
5	Williams			X			

**Public Hearing #1 – Enactment of Ordinance Amending the Madison County Land Develop Code to provide Standards and Requirements and Regulations Governing the Establishment and/or Siting of Recreational Vehicles within the County:**

The County Attorney explained the background of this issue and the proposed Ordinance. The Chairman opened the meeting for public comment.

- Tim Murphy asked when the approved ordinance would be available to the public. He was provided with an unsigned proposed copy.



- Michelle Robin inquired as to whether code enforcement would be active in enforcing this ordinance.
- Ryan Davis asked if temporary RVs are allowed under this ordinance while a house is being constructed. The County Attorney explained that process.

There being no other public input, the meeting was closed from public comment. A motion was made and seconded to enact the proposed ordinance. Upon vote of the Board, the motion carried. The motion was made, seconded and voted on by the Commissioners as follows:

District	Commissioner	Motion	Second	Yea	Nay	Not Present	Recused
1	Kelley	X		X			
2	Waldrep			X			
3	Moore		X	X			
4	Martin			X			
5	Williams			X			

**Public Hearing #2 – Enactment of Ordinance Amending the Previous Ordinance Establishing the Madison County Planning and Zoning Board and Designating Said Board as the Local Planning Agency:**

The County Attorney explained the background of this issue and the proposed amendment to the existing Ordinance. The Chairman opened the meeting for public comment.

- Lori Korn expressed her belief that this was a long time coming and encouraged enactment.

There being no other public input, the meeting was closed from public comment. A motion was made and seconded to enact the proposed ordinance. Upon vote of the Board, the motion carried. The motion was made, seconded and voted on by the Commissioners as follows:

District	Commissioner	Motion	Second	Yea	Nay	Not Present	Recused
1	Kelley	X		X			
2	Waldrep			X			
3	Moore		X	X			
4	Martin			X			
5	Williams			X			

**Petitions From The Public:** None

**Consent Agenda:**

Items on the Consent Agenda were as follows:

1. Checks Written for the Prior Period.
2. Budget Amendment Request for Madison County Sheriff’s Office for Inmate Medical Care.
3. Resolution 2023-08-23; Approval of Voting Precinct Locations in Madison County.
4. Request for Fishing Tournament for September 16, 2023.

A motion was made and seconded to approve the Consent Agenda Items. Upon vote of the Board, the motion carried. The motion was made, seconded and voted on by the Commissioners as follows:

District	Commissioner	Motion	Second	Yea	Nay	Not Present	Recused
1	Kelley	X		X			
2	Waldrep			X			
3	Moore			X			
4	Martin		X	X			
5	Williams			X			

**New Business #1 – Discussion Regarding Possible Amendments to Ordinance 127; Change of Road Name:**

The County Attorney explained that the ordinance as currently in effect does not have a provision for 100% of citizen approval along a road with a proposed name change. Cindy Colwell, with the Property Appraiser’s addressing office, commented that a road name change is a labor intensive process and has a definite effect on citizens living along a roadway that changes names. These citizens would have to change driver’s licenses, billing addresses, etc. Jesse Solomon, the citizen proposing the road name change, offered to pay costs for any citizen that needed it along the proposed roadway. Commissioner Waldrep commented that he would be upset if his road name changed and he didn’t want it. He recommended keeping the policy requirement of 100% citizen approval to change a road name. The Board decided by consensus to leave the requirement in place

**New Business #2 – Approval of Amendment to Site Plan for Sanctuary Clinics, Inc.:**

The County Planner explained that the Planning and Zoning Board had reviewed the proposed site plan and recommended approval. After a discussion regarding timeframe for removal of temporary structures to be utilized while construction of permanent cottages is completed, a motion was made and seconded to approve the site plan amendment with a time limit for removal of temporary structures (yurts) of February 2, 2026 with the possibility of periodic extensions if requested. Upon vote of the Board, the motion carried. The motion was made, seconded and voted on by the Commissioners as follows:

District	Commissioner	Motion	Second	Yea	Nay	Not Present	Recused
1	Kelley		X	X			
2	Waldrep			X			
3	Moore	X		X			
4	Martin			X			
5	Williams			X			

**New Business #3 – Approval of Site Plan for the City of Madison:**

A motion was made and seconded to approve the site plan. Upon vote of the Board, the motion carried. The motion was made, seconded and voted on by the Commissioners as follows:

District	Commissioner	Motion	Second	Yea	Nay	Not Present	Recused
1	Kelley			X			
2	Waldrep		X	X			
3	Moore			X			
4	Martin	X		X			
5	Williams			X			

**New Business #4 – Discussion Regarding Tiny Homes and Minimum Square Footage for Dwellings:**

The County Planner explained that the Planning and Zoning Board voted to establish a minimum square footage of 500 square feet for dwellings. The Building Official explained that dwellings had to be site built and that “tiny homes” on trailers are governed by DHSMV. He felt this would help prevent people from trying to convert storage buildings into dwellings. He explained that pre-built storage sheds are not constructed to be living spaces. By consensus the Board directed staff to draft change proposed by the P&Z Board and advertise for approval at a future meeting.

**New Business #5 – Discussion Regarding Designation of County Owned Property for proposed Multi-Purpose/Agricultural Building:**

A motion was made and seconded to designate a minimum of 40 acres of county-owned property on the north side of Dale Leslie Drive for Multi-purpose/Agricultural Building Project. Upon vote of the Board, the motion carried. The motion was made, seconded and voted on by the Commissioners as follows:

District	Commissioner	Motion	Second	Yea	Nay	Not Present	Recused
1	Kelley	X		X			

2	Waldrep			X			
3	Moore		X	X			
4	Martin			X			
5	Williams			X			

**New Business #6 – Discussion Regarding Hospital Outstanding Debt:**

Commissioner Waldrep inquired of the Clerk as to the outstanding debt owed by the Hospital to the County. The Clerk informed that to his knowledge there had been no payments made. The Clerk said that he would check with the Hospital CEO for information regarding this issue.

**Commissioner Comments:** None.

There being no further business, the Chair adjourned the meeting at 7:13 a.m.

Board of County Commissioners  
Madison County, Florida

By: \_\_\_\_\_  
Brian Williams,  
Chair

ATTEST:

\_\_\_\_\_  
William D. Washington,  
Clerk to the Board of County Commissioners

**BOARD OF COUNTY COMMISSIONERS  
MADISON COUNTY, FLORIDA  
COURTHOUSE ANNEX  
MINUTES OF THE WORKSHOP MEETING  
WEDNESDAY, AUGUST 23, 2023  
4:30 P.M.**

The Board of County Commissioners of Madison County Florida met this day in workshop session. Members of the public were allowed to view this meeting, listen to this meeting and were given a reasonable opportunity to present comments to the Board by telephone and through the video/teleconferencing system “Go-To-Meeting”.

The Chair called the meeting to order at 4:30 p.m. and conducted roll call. The members of the Board attended the meeting as follows:

<u>District</u>	<u>Office</u>	<u>Name</u>	<u>How Attended</u>	<u>Portion Attended</u>
1		Alston Kelley	In Person	All
2		Donnie Waldrep	In Person	All
3		Ronnie Moore	In Person	All
4		Alfred Martin	N/A	N/A
5	Chairman	Brian Williams	In Person	All

Others in attendance were as follows: Clerk of Court Billy Washington, County Manager Sherilyn Pickels, MCDC Executive Director Doug Brown, and County Extension Agent Dan Fenneman.

**Workshop Item #1 – Discussion Regarding Proposed Multi-Purpose/Agricultural Center:**

Doug Brown along with members of the Board appointed committee made a presentation to the Board concerning options regarding build-out of the proposed multi-purpose building. Members of this committee are Commissioner Brian Williams, Dan Fenneman, Ed Sapp, Josh Churchwell, Bryan McHargue and Jenn Poore. They presented a phased approach to development of the building. Phase I would be an arena with some meeting space. Phase II would add a meeting/conference center. Phase II would be additional space for a stage. The committee informed the Board that land would have to be designated for this project in order to complete the FDACS Grant. The committee requested the county owned property on the north side of Dale Leslie Drive be the designated area. The Board and Committee members discussed possible funding sources, designs and uses.

There being no further business, the Chair adjourned the meeting at 5:39 p.m.

Board of County Commissioners  
Madison County, Florida

By: \_\_\_\_\_  
Brian Williams,  
Chair

ATTEST:

\_\_\_\_\_  
William D. Washington,  
Clerk to the Board of County Commissioners

**BOARD OF COUNTY COMMISSIONERS  
MADISON COUNTY, FLORIDA  
COURTHOUSE ANNEX  
MINUTES OF THE SPECIAL MEETING  
MONDAY, AUGUST 28, 2023  
10:00 A.M.**

The Board of County Commissioners of Madison County Florida met this day in special session. Members of the public were allowed to view this meeting, listen to this meeting and were given a reasonable opportunity to present comments to the Board by telephone and through the video/teleconferencing system “Go-To-Meeting”.

The Chair called the meeting to order at 10:00 a.m. and conducted roll call. The members of the Board attended the meeting as follows:

<u>District</u>	<u>Office</u>	<u>Name</u>	<u>How Attended</u>	<u>Portion Attended</u>
1	Acting Chair	Alston Kelley	In Person	All
2		Donnie Waldrep	In Person	All
3		Ronnie Moore	In Person	All
4		Alfred Martin	N/A	N/A
5		Brian Williams	Telephonic	All

County Constitutional Officers attended the meeting as follows:

<u>Position</u>	<u>Name</u>	<u>How Attended</u>	<u>Portion Attended</u>
Clerk of Court	Billy Washington	In Person	All

County staff attended the meeting as follows:

<u>Position</u>	<u>Name</u>	<u>How Attended</u>	<u>Portion Attended</u>
County Manager	Sherilyn Pickels	In Person	All
Asst. Emer. Management	Renata Keeling	In Person	All

**New Business #1:** Discussion Regarding Resolution 2023-08-28; Declaring a Local State of Emergency.

The Assistant Emergency Management Director gave an update on Hurricane Idalia. She explained that currently the Emergency Operation Center was at partial activation. They would be at full activation no later than 5:00 p.m. Tuesday. They were enacting plans to open the shelters and sandbags were available at the EOC. She recommended approval of the Local State of Emergency. A motion was made and seconded to adopt Resolution No. 2023-08-28. Upon vote of the Board, the motion

carried. The motion was made, seconded and voted on by the Commissioners as follows:

District	Commissioner	Motion	Second	Yea	Nay	Not Present	Recused
1	Kelley			X			
2	Waldrep	X		X			
3	Moore		X	X			
4	Martin					X	
5	Williams			X			

There being no further business, the Chair adjourned the meeting at 10:09 a.m.

Board of County Commissioners  
Madison County, Florida

By: \_\_\_\_\_  
Brian Williams,  
Chair

ATTEST:

\_\_\_\_\_  
William D. Washington,  
Clerk to the Board of County Commissioners



**BOARD OF COUNTY COMMISSIONERS  
MADISON COUNTY, FLORIDA  
COURTHOUSE ANNEX  
MINUTES OF THE SPECIAL MEETING  
WEDNESDAY, SEPTEMBER 6, 2023  
5:30 P.M.**

The Board of County Commissioners of Madison County Florida met this day in special session. Members of the public were allowed to view this meeting, listen to this meeting and were given a reasonable opportunity to present comments to the Board by telephone and through the video/teleconferencing system "Go-To-Meeting".

The Chair called the meeting to order at 5:30 p.m. and conducted roll call. The members of the Board attended the meeting as follows:

<u>District</u>	<u>Office</u>	<u>Name</u>	<u>How Attended</u>	<u>Portion Attended</u>
1		Alston Kelley	In Person	All
2		Donnie Waldrep	In Person	All
3		Ronnie Moore	In Person	All
4		Alfred Martin	In Person	All
5	Chairman	Brian Williams	In Person	All

County Constitutional Officers attended the meeting as follows:

<u>Position</u>	<u>Name</u>	<u>How Attended</u>	<u>Portion Attended</u>
Clerk of Court	Billy Washington	In Person	All
Property Appraiser	Leigh Barfield	In Person	All

County staff attended the meeting as follows:

<u>Position</u>	<u>Name</u>	<u>How Attended</u>	<u>Portion Attended</u>
County Manager	Sherilyn Pickels	In Person	All
Executive Assistant	Kechia Robinson	In Person	All
Fire/Rescue Chief	Allen Clayton	In Person	All
County Finance Director	Kaytrena Joseph	In Person	All
Health Dept. Director	Kim Allbritton	In Person	All

**New Business #1 – 5:30 Public Hearing – First Public Hearing for Fiscal Year 2022/2023 Budget:**

Chairman Williams opened the meeting and asked Clerk Washington to make his presentation. Clerk Washington announced the following:  
The taxing authority as Madison County Board of County Commissioners.

The rolled back rate as 8.8368.  
 The percentage over the rolled back rate as 10.90%.  
 The millage rate to be levied as 9.800.

Commissioner Kelley presented a motion to set the tentative millage rate at 9.35 mills.  
 This motion died for lack of a second.

A motion was presented and seconded to set the tentative millage rate at 9.6 mills.

Chairman Williams opened the meeting for public comment.

- Howard Pickels spoke against setting the millage at this rate. He explained that he did not feel that the county had the proper oversight, and that money could be saved somewhere. He also expressed his displeasure with his perception of the response to Hurricane Idalia. He expressed his belief that it was by his efforts only that Madison County was added to the Federal Disaster Declaration. He stated that he did not feel the County adequately responded to the New Home community after the storm.

There being no other comments, Chairman Williams closed the public comment portion of the meeting.

There being a motion duly made and seconded to set the tentative millage rate at 9.600 mills, the Board voted, the motion carried. The motion was made, seconded and voted on by the Commissioners as follows:

District	Commissioner	Motion	Second	Yea	Nay	Not Present	Recused
1	Kelley			X			
2	Waldrep	X		X			
3	Moore			X			
4	Martin		X	X			
5	Williams			X			

Clerk Washington explained that the budget he presented during the budget workshops was not based on 9.6 mills. He stated that to account for the change, the ad valorem revenue line item would increase and cause an increase to the expenditure line item for funds going into the General Fund Reserve. Other than these changes, there would be no others. A motion was made and seconded to adopt the proposed budget for Fiscal Year 2023/2024 with the changes as the Clerk stated. Upon vote of the Board, the motion carried. The motion was made, seconded and voted on by the Commissioners as follows:

District	Commissioner	Motion	Second	Yea	Nay	Not Present	Recused
1	Kelley		X	X			
2	Waldrep	X		X			

3	Moore			X			
4	Martin			X			
5	Williams			X			

Clerk Washington reminded the Board that the second and final public hearing for the budget will be held on Wednesday, September 20, 2023 at 5:30 pm.

The County Manager gave the Board an update on County activities related to Hurricane Idalia clean-up and recovery.

There being no further business, the Chair adjourned the meeting at 6:18 p.m.

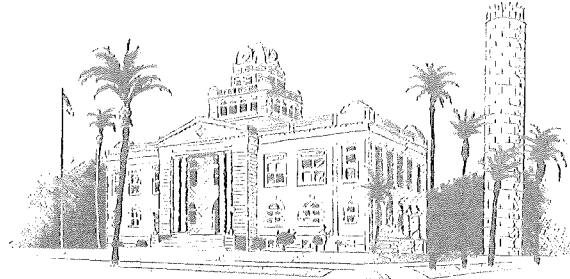
Board of County Commissioners  
Madison County, Florida

By: \_\_\_\_\_  
Brian Williams,  
Chair

ATTEST:

\_\_\_\_\_  
William D. Washington,  
Clerk to the Board of County Commissioners

# Board of County Commissioners Madison County, Florida



Madison County is an Equal Opportunity Employer

PLANNING & ZONING  
Renee Demps, County Land Use Planner  
Phone 850-973-3179  
planner@madisoncountyfl.com  
www.madisoncountyfl.com

## MEMORANDUM

TO: Board of County Commissioners  
FROM: Renee Demps, County Planner  
CC: Karl & Elizabeth Williams, Applicant  
SUBJECT: CPA 23-02 – P&Z Board Recommendation to Approve Ordinance  
Adopting Zoning Change Request to Change Parcel from Commerce Park to  
Mixed Use  
DATE: September 7, 2023

Dear Commissioners:

At its regularly scheduled meeting held Thursday, September 7, 2023, the Planning & Zoning board unanimously voted to recommend approval of the ordinance adopting the land use change for parcel no. 21-1S-10-1289-003-001 from commerce park to mixed use. The matter was approved for transmittal to the state on July 12<sup>th</sup>. The state has completed the transmittal review and authorized the final process to officially adopt the change. Enclosed for your review for consideration of approval are the following: 1) ordinance for review and adoption, 2) meeting documents for planning & zoning meeting held 9/7/2023, and 3) application packet including the current and proposed land use maps. Upon approval, the applicant will be provided to the state for final review and approval.

Thank you in advance for your time and consideration. If you have any questions, please let me know by giving me a call or emailing me. Thanks!

**MINUTES FROM THE PLANNING & ZONING MEETING HELD  
Thursday September 7, 2023, at 5:30 p.m.**

**PRESENT:** Vice-Chair Calvin Malone, Mike Holton, Ben Jones, Dorothy Alexander

**ALSO PRESENT:** Renee Demps

**ABSENT:** Chair Mack Primm, Richard Cone

**CALL TO ORDER:** The Planning & Zoning Board was called to order at 5:30 p.m. by Vice-Chair Calvin Malone

**ROLL CALL:** Roll call was conducted by Renee Demps and with a quorum present the meeting continued according to agenda.

**APPROVAL OF MINUTES:** The minutes from the meeting held August 17, 2023, were reviewed by the board. A motion to approve the minutes was made by Mike Holton, second by Ben Jones and carried unanimously.

**PLANNER'S REPORT:** The board was briefed on the report provided that included recommendations presented by P&Z to the Board in the month of August.

**PETITIONS FROM PUBLIC:** There were no petitions from the public to address the board for items not included on the agenda.

**PUBLIC HEARINGS:**

- 1. Public Hearing – Application CPA 23-02 – Review and Recommendation of Approval of Ordinance Adopting the Land Use Change for 23-Acre Parcel Requested by Karl & Elizabeth Williams – Parcel No. 21-1S-10-1289-003-001**

Vice-Chair Calvin Malone closed the regular and opened the meeting for public input and comment. With no one present from the public, the public hearing was closed for board discussion. A motion to recommend approval of the ordinance adopting the land use change was made by Mike Holton, seconded by Dorothy Alexander. The motion passed unanimously.

**2. Public Hearing – Application No. 23-03 – Review and Recommendation of Approval of Ordinance Adopting the Land Use Change for 2.30-Acre Parcel Requested by John Scott – Parcel No. 21-1N-07-2488-007-000**

Vice-Chair Calvin Malone closed the regular and opened the meeting for public input and comment. With no one present from the public, the public hearing was closed for board discussion. A motion to recommend approval of the ordinance adopting the land use change was made by Mike Holton, seconded by Dorothy Alexander. The motion passed unanimously.

**Adjournment:**

With no further business to discuss, a motion to adjourn was made by Mike Holton, seconded by Ben Jones. The meeting was adjourned at 5:40 p.m.

**AGENDA FOR THE REGULAR MEETING OF THE  
MADISON COUNTY PLANNING AND ZONING BOARD  
TO BE HELD AT 5:30 P.M. September 7, 2023**

**Public Participation will Continue to be Provided Via GoToMeeting.**

**Please visit: <https://global.gotomeeting.com/join/255708813>**

**Phone Number (Toll Free): 1-877-568-4106      Access Code: 255-708-813**

**MEMBERS:** Chair Mack Primm, Vice-Chair Calvin Malone, Richard Cone, Dorothy Alexander, Ben Jones, Mike Holton

**SCHOOL BOARD REPRESENTATIVES:** Tim Ginn

**CALL TO ORDER**

**ROLL CALL**

**APPROVAL OF MINUTES FROM THE SPECIAL MEETING:** August 17, 2023

**PETITIONS FROM PUBLIC**

**PLANNER'S REPORT**

**PUBLIC HEARINGS**

1. Public Hearing – Application CPA 23-02 - Review and Recommendation of Approval of Ordinance Adopting the Land Use Change for 23-Acre Parcel Requested by Karl & Elizabeth Williams – Parcel No. 21-1S-10-1289-003-001
  
2. Public Hearing – Application CPA 23-03 – Review and Recommendation of Approval of Ordinance Adopting the Land Use Change for 2.30-Acre Parcel Requested by John Scott – Parcel No. 21-1N-07-2488-007-000

**OLD BUSINESS**

- 1.

**NEW BUSINESS**

- 1.

**ADJOURNMENT:** Chairman

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED.

ORDINANCE NO. CPA 2023- \_\_\_\_\_

AN ORDINANCE OF MADISON COUNTY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE MADISON COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF LESS THAN TEN ACRES OF LAND, PURSUANT TO AN APPLICATION BY KARL & ELIZABETH WILLIAMS, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3217, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR AMENDING THE FUTURE LAND USE PLAN MAP OF THE COMPREHENSIVE PLAN BY PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COMMERCE PARK TO MIXED USE OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF MADISON COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Madison County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and implement a comprehensive plan;

WHEREAS, Sections 163.3161 through 163.3217, Florida Statutes, as amended, the Community Planning Act empowers and requires the Board of County Commissioners to prepare, adopt and implement a comprehensive plan;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning and Zoning Board of Madison County, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of Madison County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Code, hereinafter referred to as the Land Development Code, the Planning and Zoning Board serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrence Management Assessment concerning said application for a amendment, as described below, and recommended to the Board of County Commissioners approval of said application for a amendment, as described below.

WHEREAS, the Board of County Commissioners held a public hearing, with public notice having been provided, pursuant to the procedures established in Sections 163.3161 to 163.3217, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during the public



hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found said application for an amendment, as described below, to be consistent with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MADISON COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, CPA 23-02, by KARL & ELIZABETH WILLIAMS, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from COMMERCE PARK to MIXED USE on the property described, as follows:

TAX ID PARCEL NO. 21-1S-10-1289-003-001, Madison County, Florida. Containing 23.00 acres, more or less.

LEGAL DESCRIPTION:

TAX ID PARCEL NO. 21-1S-10-1289-003-001, MADISON COUNTY, FLORIDA. CONTAINING 23.00 ACRES, MORE OR LESS. A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 1 SOUTH, RANGE 10 EAST, MADISON COUNTY, FLORIDA, AND IS A PORTION OF THE PROPERTY DESCRIBED IN O.R. BOOK 1400, PAGE 344, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 21, AND RUN SOUTH 89 DEGREES 46 MINUTES 48 SECONDS WEST, A DISTANCE OF 1,340.32 FEET TO A 4X4 CONCRETE MONUMENT NO. 963; THENCE SOUTH 00 DEGREES 16 MINUTES 30 SECONDS WEST A DISTANCE OF 919.40 FEET TO A 1/2" REBAR NO. 2940, AT THE SOUTHEAST CORNER OF SAID PROPERTY, AND THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING RUN NORTH 77 DEGREES 54 MINUES 53 SECONDS WEST, A DISTANCE OF 2,981.86 FEET TO A 1/2" REBAR TO NO. 2940, AT THE SOUTHWEST CORNER OF SAID PROPERTY, AND THE EASTERLY RIGHT OF WAY OF SE BANDIT STREET; THENCE NORTH 19 DEGREES, 19 MINUTES, 28 SECONDS EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 80.00 FEET TO A SET 1/2" REBAR NO. 2940, ON THE WEST LINE OF

SAID PROPERTY; THENCE LEAVING SAID RIGHT OF WAY RUN SOUTH 88 DEGREES 27 MINUTES 19 SECONDS EAST, A DISTANCE OF 2,893.33 FEET TO A SET 1/2" REBAR NO. 2940, ON THE EAST LINE OF SAID PROPERTY; THENCE SOUTH 00 DEGREES 16 MINUTES 30 SECONDS WEST, A DISTANCE OF 621.81 FEET TO A 1/2" REBAR NO. 2940, AT THE SOUTHEAST CORNER OF SAID PROPERTY, AND THE POINT OF BEGINNING, CONTAINING 23.36 ACRES, MORE OR LESS

Said lands situate, lying and being in Madison County, Florida.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, a certified copy of this Ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the comprehensive plan amendment is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, or development dependent on this amendment may be issued or commence before it has become effective.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.217, Florida Statutes, as amended.

PASSED AND DULY ADOPTED, in regular session, with a quorum present and voting, by the Board of County Commissioners this 13<sup>th</sup> day of September, 2023.

BOARD OF COUNTY COMMISSIONERS  
OF MADISON COUNTY, FLORIDA

Attest:

\_\_\_\_\_  
William Washington, County Clerk

\_\_\_\_\_  
Brian Williams, Chairman



**APPLICATION FOR LARGE SCALE PLAN AMENDMENT**

APPLICANT'S NAME: Karl M. Williams

APPLICANT'S PHONE NUMBER: 850 869-0870

ADDRESS: 1989 SE CR 255 · Lee FL 32059

PROPERTY OWNER (if different from applicant): N/A

PHONE NUMBER (if different from applicant): N/A

ADDRESS (if different from applicant): N/A

CO-OWNER: N/A

PHONE NUMBER (if different from applicant): N/A

ADDRESS (if different from applicant): N/A

LEGAL DESCRIPTION (Attach separate sheet if necessary): attached

PARCEL ID#: 21-15-10-1289-003-001 PARCEL SIZE (acreage): 23

CURRENT LAND USE AND ZONING: Commerce Park

PROPOSED USE/ZONING: Mixed Use

EXPLANATION/REASON FOR REQUEST: Rezoning for future development on parcel

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SITE PLAN APPLICATION MUST ACCOMPANY THIS APPLICATION**

I certify under penalty of perjury that all the information and materials submitted are true and correct to the best of my knowledge and belief.

Karl M. Williams  
Signature of Applicant

6-16-23  
Date

Prepared by:  
Smith Abstract & Title, LLC  
190 SW Range Ave  
Madison, Florida 32340

Inst: 202340002600 Date: 06/14/2023 Time: 10:22AM  
Page 1 of 2 B: 1504 P: 92, WM D. Washington, Clerk of Court  
Madison, County, By: AP  
Deputy ClerkDoc Stamp-Deed: 989.80

File Number: 6285

### General Warranty Deed

Made this June 13, 2023 A.D. By **DAVID R. GILBERT and JANET B. GILBERT, husband and wife**, 3013 FRUITWOOD LANE, , hereinafter called the grantor, to **KARL M. WILLIAMS and ELIZABETH WILLIAMS, husband and wife**, whose post office address is: 1989 SE CR 255, Lee, Florida 32059, hereinafter called the grantee:

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

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

See Attached Schedule "A"

Parcel ID Number: 1289-003-000


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

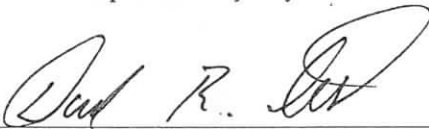
**To Have and to Hold**, the same in fee simple forever.

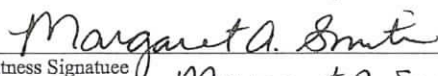
**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2022.


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

Signed, sealed and delivered in our presence:

  
\_\_\_\_\_  
Witness Signature  
Witness Printed Name Davetta Eyster

  
\_\_\_\_\_  
DAVID R. GILBERT  
Address: 3013 FRUITWOOD LANE,

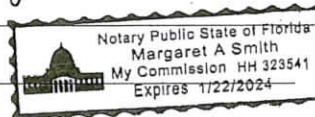
  
\_\_\_\_\_  
Witness Signature  
Witness Printed Name Margaret A. Smith

  
\_\_\_\_\_  
JANET B. GILBERT  
Address: 3013 FRUITWOOD LANE, Jacksonville, Florida 32277

State of Florida  
County of Madison

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13th day of June, 2023, by DAVID R. GILBERT and JANET B. GILBERT, husband and wife, who are personally known to me or who have produced as identification.

  
\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:



ed by:  
Abstract & Title, LLC  
SW Range Ave  
Madison, Florida 32340

File Number: 6285

## Schedule "A"

### LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 1 SOUTH; RANGE 10 EAST, MADISON COUNTY, FLORIDA, AND IS A PORTION OF THE PROPERTY DESCRIBED IN O.R. BOOK 1400, PAGE 344, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 21, AND RUN SOUTH 89 DEGREES 46 MINUTES 48 SECONDS WEST, A DISTANCE OF 1,340.32 FEET TO A 4X4 CONCRETE MONUMENT No. 963; THENCE SOUTH 00 DEGREES 16 MINUTES 30 SECONDS WEST, A DISTANCE OF 919.40 FEET TO A 1/2" REBAR No. 2940, AT THE SOUTHEAST CORNER OF SAID PROPERTY, AND THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING RUN NORTH 77 DEGREES 54 MINUTES 53 SECONDS WEST, A DISTANCE OF 2,981.86 FEET TO A 1/2" REBAR No. 2940, AT THE SOUTHWEST CORNER OF SAID PROPERTY, AND THE EASTERLY RIGHT OF WAY OF SE BANDIT STREET; THENCE NORTH 19 DEGREES 19 MINUTES 28 SECONDS EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 80.00 FEET TO A SET 1/2" REBAR No. 2940, ON THE WEST LINE OF SAID PROPERTY; THENCE LEAVING SAID RIGHT OF WAY RUN SOUTH 88 DEGREES 27 MINUTES 19 SECONDS EAST, A DISTANCE OF 2,893.33 FEET TO A SET 1/2" REBAR No. 2940, ON THE EAST LINE OF SAID PROPERTY; THENCE SOUTH 00 DEGREES 16 MINUTES 30 SECONDS WEST, A DISTANCE OF 621.81 FEET TO A 1/2" REBAR No. 2940, AT THE SOUTHEAST CORNER OF SAID PROPERTY, AND THE POINT OF BEGINNING, CONTAINING 23.36 ACRES, MORE OR LESS



Updated: 6/15/2023

Parcel: 21-1S-10-1289-003-000

<< Next Lower Parcel | Next Higher Parcel >>

Retrieve Tax Record | Property Appraiser

Interactive GIS Map | Print

Search Result: 1 of 1

Owner & Property Info

<b>Owner's Name</b>	GILBERT DAVID R		
<b>Site Address</b>	SE BANDIT ST		
<b>Mailing Address</b>	3013 FRUITWOOD LANE JACKSONVILLE, FL 32277		
<b>Brief Desc.</b>	A PARCEL OF LAND LOCATED IN PART OF N2 OF SEC 21 T1S R10 OR 1400/344 TF 1289		
<b>Use Desc. (code)</b>	TIMBERLAND PLANTED (5520)		
<b>Neighborhood</b>	000	<b>Tax District</b>	10
<b>Map Number</b>		<b>Market Area</b>	
<b>Total Land Area</b>	33.360 ACRES		

Planning & Zoning

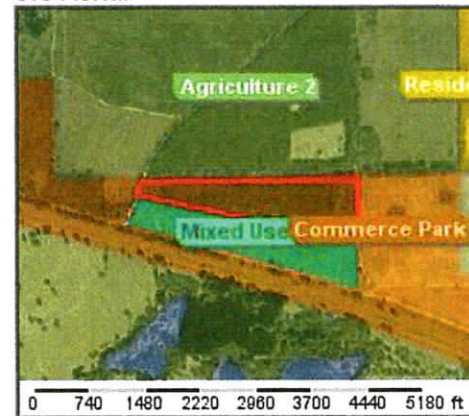
- Agriculture 1
- Agriculture 2
- Commercial
- Commerce Park
- Conservation
- Hwy Interchange
- Incorporated
- Industrial
- Mixed Use
- Public Use
- Residential 1
- Lakes & Wetlands

Property & Assessment Values

<b>Mkt Land Value</b>	\$0.00
<b>Ag Land Value</b>	\$12,242.00
<b>Building Value</b>	\$0.00
<b>XFOB Value</b>	\$0.00
<b>Just Value</b>	\$65,220.00
<b>Class Value</b>	\$12,242.00

<b>Total Appraised Value</b>	\$12,242.00
<b>Assessed Value</b>	\$12,242.00
<b>Exempt Value</b>	\$0.00
<b>Total Taxable Value</b>	County: \$12,242.00 Other: \$0.00   School: \$12,242.00

GIS Aerial



Sales History

Sale Date	Book/Page	Inst. Type	Sale VImp	Sale Qual	Sale RCode	Sale Price
5/11/2021	1400/344	WD	V	Q	01	\$159,400.0

Building Characteristics

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

Extra Features & Out Buildings

Code	Desc	Year Blt	Value	Units	Dims
NONE					

Land Breakdown

Lnd Code	Desc	Units	Adjustments	Eff Rate	Lnd Value
5520	PLANTED (AG)	25.360 AC	1.0000/1.0000 1.0000/ /	\$403 /AC	\$10,220
5530	MIXED PINE-HARDWOOD (AG)	7.000 AC	1.0000/1.0000 1.0000/ /	\$286 /AC	\$2,002
5996	WASTE NON-PRODUCTIVE (AG)	1.000 AC	1.0000/1.0000 1.0000/ /	\$20 /AC	\$20

Madison County Planning & Zoning

updated: 6/15/2023

DISCLAIMER

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

Notice:

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

Homestead Application

Apply for Homestead Exemption

2022 TRIM Notices

[2022 TRIM Notice \(PDF\)](#)

Parcel Summary

Parcel ID 21-15-10-1289-003-000  
 Location Address SE BANDIT ST  
 MADISON 32340  
 Brief Tax Description A PARCEL OF LAND LOCATED IN PART OF N2 OF SEC 21 T15 R10 OR 1400/344 TF 1289  
 (Note: Not to be used on legal documents.)  
 Property Use Code TIMBERLAND PLANTED (5520)  
 Sec/Twp/Rng 21-15-10  
 Tax District COUNTY (10)  
 Millage Rate 15.5908  
 Acreage 33.36  
 Homestead N

[View Map](#)

Owner Information

Primary Owner  
[GILBERT DAVID R](#)  
[GILBERT JANET B](#)  
 3013 FRUITWOOD LANE  
 JACKSONVILLE, FL 32277

Address Change

Mailing Address Change

Map



Valuation

Working Values are Subject to Change

	2023 Working Values	2022 Certified Values	2021 Certified Values
Building Value	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0
Land Value	\$12,242	\$12,242	\$6,222
Land Agricultural Value	\$12,242	\$12,242	\$6,222
Agricultural (Market) Value	\$65,220	\$65,220	\$42,040
Just (Market) Value	\$65,220	\$65,220	\$42,040
Assessed Value	\$12,242	\$12,242	\$6,222
Exempt Value	\$0	\$0	\$0
Taxable Value	\$12,242	\$12,242	\$6,222
Maximum Save Our Homes Portability	\$0	\$0	\$0

Land Information

Land Use	Number of Units	Unit Type	Price/Unit	Frontage
5520 - PLANTED	25.36	AC	\$403	0
5530 - MIXED PINE-HARDWOOD	7	AC	\$286	0
5996 - WASTE NON-PRODUCTIVE	1	AC	\$20	0

Multi Parcel	Sale Date	Sale Price	Instrument	Book/Page	Instrument Number	Qualification	Reason	Vacant/Improved	Grantor	Grantee
N	5/11/2021	\$159,400	WD	<a href="#">1400/344</a>		Qualified	QUAL/DEED EXAMINATION	Vacant	NORTHERN SOUTHERN PINES LLC	GILBERT DAVID R GILBERT JANET B

No data available for the following modules: Building Information, Extra Features, Permits, Photos, Sketches.

The information in this web site represents current data from a working file which is updated continuously. Information is believed reliable, but its accuracy cannot be guaranteed. No warranty, expressed or implied, is provided for the data herein, or its use.

[User Privacy Policy](#)

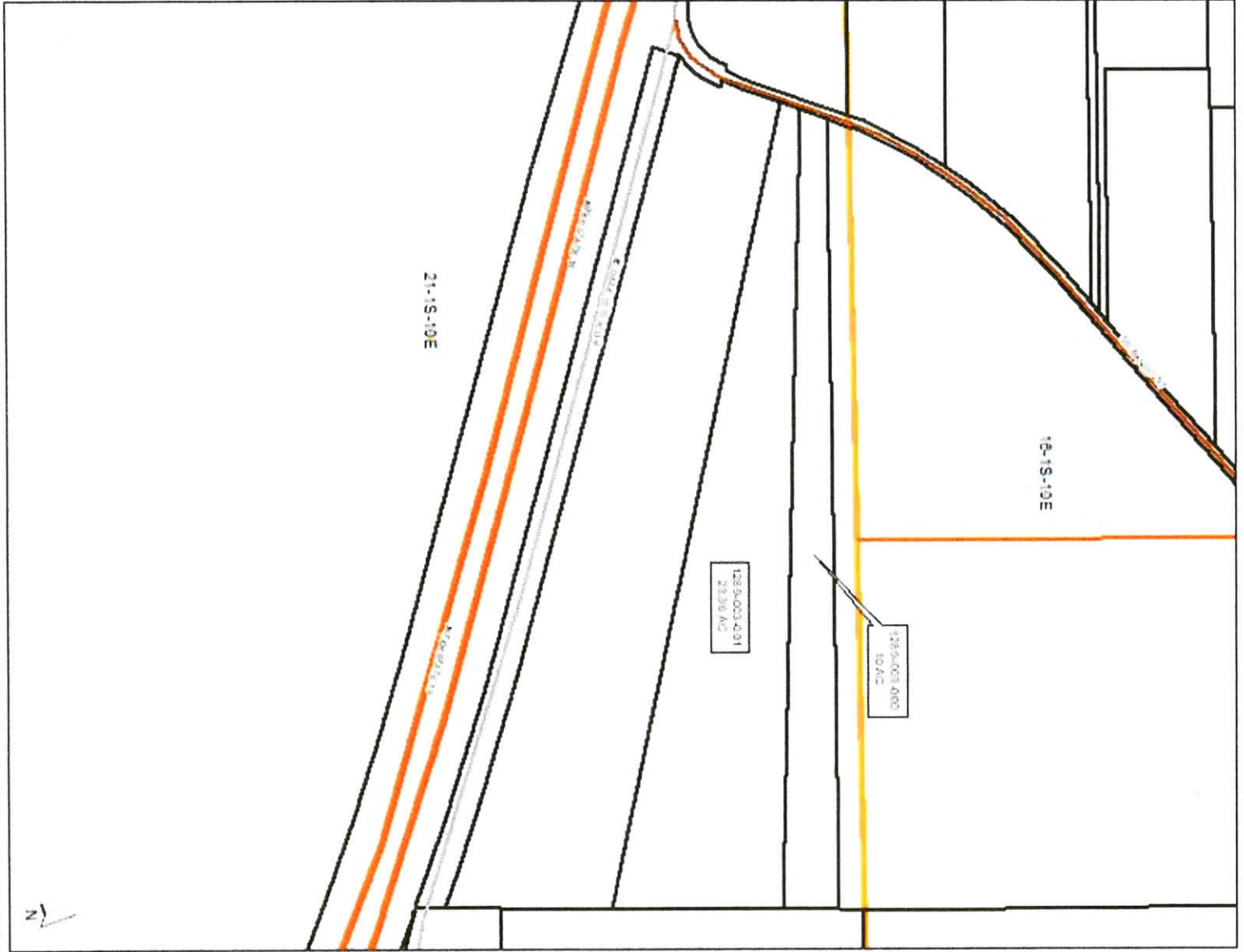
[GDPR Privacy Notice](#)

[Last Data Upload: 6/16/2023, 7:35:40 AM](#)



Version 3.1.14






**KARL MIKE WILLIAMS**  
**ELIZABETH A. WILLIAMS**  
 FARM ACCOUNT  
 1989 SE CR 255  
 LEE, FL 32059

63 1464 831 **1636**

DATE 6-20-23

PAY TO THE ORDER OF Madison BOCC \$ 3000.00  
three thousand & 00/100 DOLLARS

 **Madison County Community Bank**  
 Madison, FL 32340  
 www.mccbflorida.com

MEMO \_\_\_\_\_

Karl Mike Williams  
 1636

⑆063114645⑆ 1073204⑈

**Board of County Commissioners  
 Madison County, Florida**

**Receipt  
 37852**

Received From Karl & Elizabeth Williams Date June 20, 2023  
 For: Large Scale Amendment Request CPT 23-02 \$ 3000.00  
 For: Parcel no. 21-15-10-1289-003-001 \$ \_\_\_\_\_  
 For: \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL \$ 3000.00**  
**Check # 1636**

Dept: BOCC  Road \_\_\_\_\_ S/W \_\_\_\_\_ EMS \_\_\_\_\_ Bldg \_\_\_\_\_ Code \_\_\_\_\_ Animal \_\_\_\_\_ Other \_\_\_\_\_

By: RLemps

**William "Billy" Washington, Clerk**  
 Madison County Courthouse  
 125 SW Range Ave  
 Madison, FL 32340  
 (850) 973-1500

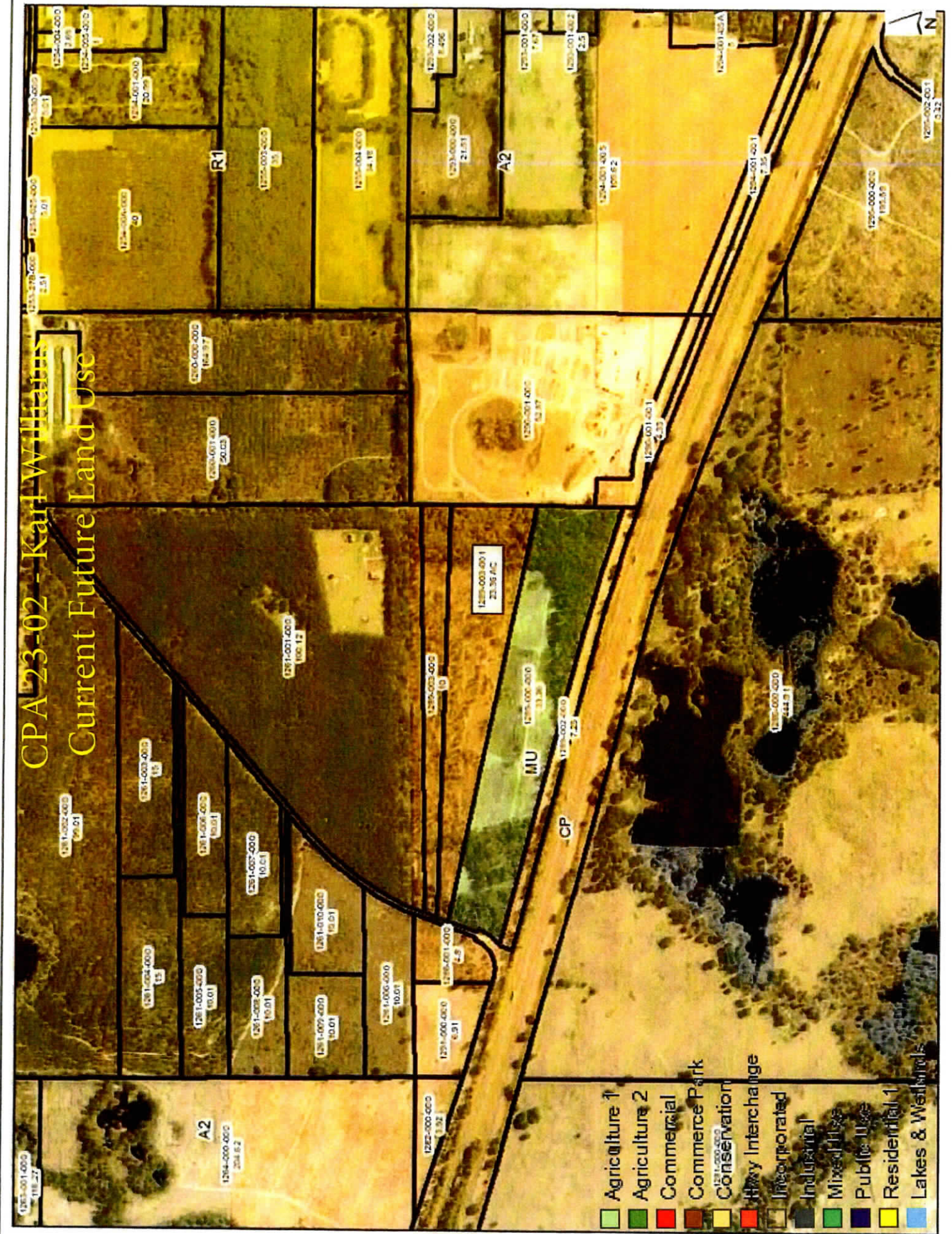


# CPA 23-02 - Karl Williams Proposed Future Land Use Map



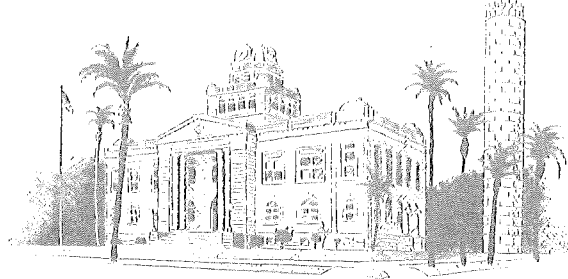


# CPA 23-02 - Karl Williams Current Future Land Use





# Board of County Commissioners Madison County, Florida



Madison County is an Equal Opportunity Employer

PLANNING & ZONING  
Renee Demps, County Land Use Planner  
Phone 850-973-3179  
planner@madisoncountyfl.com  
www.madisoncountyfl.com

## MEMORANDUM

TO: Board of County Commissioners  
FROM: Renee Demps, County Planner <sup>RD</sup>  
CC: William T. Scott, Applicant  
SUBJECT: CPA 23-03 – P&Z Board Recommendation to Approve Ordinance  
Adopting Zoning Change Request to Change Parcel from Industrial to Residential  
DATE: September 7, 2023

Dear Commissioners:

At its regularly scheduled meeting held Thursday, September 7, 2023, the Planning & Zoning board unanimously voted to recommend approval of the ordinance adopting the small-scale amendment for parcel no. 21-1N-07-2488-007-000 from industrial to residential. Enclosed for your review for consideration of approval are the following: 1) ordinance for review and adoption, 2) meeting documents for planning & zoning meeting held 9/7/2023, and 3) application packet including the current and proposed land use maps. Upon approval, the applicant will be provided to the state for final review and approval.

Thank you in advance for your time and consideration. If you have any questions, please let me know by giving me a call or emailing me. Thanks!

**MINUTES FROM THE PLANNING & ZONING MEETING HELD  
Thursday September 7, 2023, at 5:30 p.m.**

**PRESENT:** Vice-Chair Calvin Malone, Mike Holton, Ben Jones, Dorothy Alexander

**ALSO PRESENT:** Renee Demps

**ABSENT:** Chair Mack Primm, Richard Cone

**CALL TO ORDER:** The Planning & Zoning Board was called to order at 5:30 p.m. by Vice-Chair Calvin Malone

**ROLL CALL:** Roll call was conducted by Renee Demps and with a quorum present the meeting continued according to agenda.

**APPROVAL OF MINUTES:** The minutes from the meeting held August 17, 2023, were reviewed by the board. A motion to approve the minutes was made by Mike Holton, second by Ben Jones and carried unanimously.

**PLANNER'S REPORT:** The board was briefed on the report provided that included recommendations presented by P&Z to the Board in the month of August.

**PETITIONS FROM PUBLIC:** There were no petitions from the public to address the board for items not included on the agenda.

**PUBLIC HEARINGS:**

- 1. Public Hearing – Application CPA 23-02 – Review and Recommendation of Approval of Ordinance Adopting the Land Use Change for 23-Acre Parcel Requested by Karl & Elizabeth Williams – Parcel No. 21-1S-10-1289-003-001**

Vice-Chair Calvin Malone closed the regular and opened the meeting for public input and comment. With no one present from the public, the public hearing was closed for board discussion. A motion to recommend approval of the ordinance adopting the land use change was made by Mike Holton, seconded by Dorothy Alexander. The motion passed unanimously.

**2. Public Hearing – Application No. 23-03 – Review and Recommendation of Approval of Ordinance Adopting the Land Use Change for 2.30-Acre Parcel Requested by John Scott – Parcel No. 21-1N-07-2488-007-000**

Vice-Chair Calvin Malone closed the regular and opened the meeting for public input and comment. With no one present from the public, the public hearing was closed for board discussion. A motion to recommend approval of the ordinance adopting the land use change was made by Mike Holton, seconded by Dorothy Alexander. The motion passed unanimously.

**Adjournment:**

With no further business to discuss, a motion to adjourn was made by Mike Holton, seconded by Ben Jones. The meeting was adjourned at 5:40 p.m.

**AGENDA FOR THE REGULAR MEETING OF THE  
MADISON COUNTY PLANNING AND ZONING BOARD  
TO BE HELD AT 5:30 P.M. September 7, 2023**

**Public Participation will Continue to be Provided Via GoToMeeting.**

**Please visit: <https://global.gotomeeting.com/join/255708813>**

**Phone Number (Toll Free): 1-877-568-4106      Access Code: 255-708-813**

**MEMBERS:** Chair Mack Primm, Vice-Chair Calvin Malone, Richard Cone, Dorothy Alexander, Ben Jones, Mike Holton

**SCHOOL BOARD REPRESENTATIVES:** Tim Ginn

**CALL TO ORDER**

**ROLL CALL**

**APPROVAL OF MINUTES FROM THE SPECIAL MEETING:** August 17, 2023

**PETITIONS FROM PUBLIC**

**PLANNER'S REPORT**

**PUBLIC HEARINGS**

1. Public Hearing – Application CPA 23-02 - Review and Recommendation of Approval of Ordinance Adopting the Land Use Change for 23-Acre Parcel Requested by Karl & Elizabeth Williams – Parcel No. 21-1S-10-1289-003-001
  
2. Public Hearing – Application CPA 23-03 – Review and Recommendation of Approval of Ordinance Adopting the Land Use Change for 2.30-Acre Parcel Requested by John Scott – Parcel No. 21-1N-07-2488-007-000

**OLD BUSINESS**

- 1.

**NEW BUSINESS**

- 1.

**ADJOURNMENT:** Chairman

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED.



ORDINANCE NO. CPA 2023- \_\_\_\_\_

AN ORDINANCE OF MADISON COUNTY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE MADISON COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF LESS THAN TEN ACRES OF LAND, PURSUANT TO AN APPLICATION BY WILLIAM T. SCOTT, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3217, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR AMENDING THE FUTURE LAND USE PLAN MAP OF THE COMPREHENSIVE PLAN BY PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM INDUSTRIAL TO RESIDENTIAL OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF MADISON COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Madison County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and implement a comprehensive plan;

WHEREAS, Sections 163.3161 through 163.3217, Florida Statutes, as amended, the Community Planning Act empowers and requires the Board of County Commissioners to prepare, adopt and implement a comprehensive plan;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning and Zoning Board of Madison County, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of Madison County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Code, hereinafter referred to as the Land Development Code, the Planning and Zoning Board serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for a amendment, as described below, and recommended to the Board of County Commissioners approval of said application for a amendment, as described below.

WHEREAS, the Board of County Commissioners held a public hearing, with public notice having been provided, pursuant to the procedures established in Sections 163.3161 to 163.3217, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during the public

hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found said application for an amendment, as described below, to be consistent with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MADISON COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, CPA 23-03, by WILLIAM T. SCOTT, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from INDUSTRIAL to RESIDENTIAL on the property described, as follows:

TAX ID PARCEL NO. 21-1N-07-2488-007-000, Madison County, Florida. Containing 2.30 acres, more or less.

LEGAL DESCRIPTION:

TAX ID PARCEL NO. 21-1N-07-2488-007-000, MADISON COUNTY, FLORIDA. CONTAINING 2.30 ACRES, MORE OR LESS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF NORTHWEST QUARTER (NW 1/4) OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 7 EAST AND RUN WEST ALONG THE GREENVILLE CITY LIMITS LINE 476.7 FEET TO THE EAST EDGE OF 100 FOOT RIGHT-OF-WAY OF STATE ROAD 55; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE EAST 961 FEET TO THE END OF THE CURVE; THENCE NORTH 13 DEGREES AND 45 MINUTES EAST ALONG SAID ROAD 557 FEET FOR POINT OF BEGINNING; THENCE NORTH 13 DEGREES AND 45 MINUTES EAST ALONG SAID ROAD 210 FEET; THENCE EAST 418.45 FEET; THENCE SOUTH NO DEGREES 06 MINUTES EAST 204 FEET; THENCE WEST 468.72 FEET TO THE POINT OF BEGINNING. LYING IN THE SOUTH HALF OF SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 7 EAST, MADISON COUNTY, FLORIDA



Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, a certified copy of this Ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the comprehensive plan amendment is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, or development dependent on this amendment may be issued or commence before it has become effective.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163217, Florida Statutes, as amended.

PASSED AND DULY ADOPTED, in regular session, with a quorum present and voting, by the Board of County Commissioners this 13<sup>th</sup> day of September, 2023.

BOARD OF COUNTY COMMISSIONERS  
OF MADISON COUNTY, FLORIDA

Attest:

\_\_\_\_\_  
William Washington, County Clerk

\_\_\_\_\_  
Brian Williams, Chairman

**APPLICATION FOR SMALL SCALE PLAN AMENDMENT**

APPLICANT'S NAME: William Scott

APPLICANT'S PHONE NUMBER: 850-242-1228

ADDRESS: 742-NW US 221 Greenville FL 32331

PROPERTY OWNER (if different from applicant): N/A

PHONE NUMBER (if different from applicant): N/A

ADDRESS (if different from applicant): N/A

CO-OWNER: N/A

PHONE NUMBER (if different from applicant): N/A

ADDRESS (if different from applicant): N/A

LEGAL DESCRIPTION (Attach separate sheet if necessary): Attached

PARCEL ID#: 21-1N-07-2488-007-000 PARCEL SIZE (acreage): 2.3

CURRENT LAND USE AND ZONING: Industrial

PROPOSED USE/ZONING: Residential

EXPLANATION/REASON FOR REQUEST: Subdivide land and for  
selling property

**SITE PLAN APPLICATION MUST ACCOMPANY THIS APPLICATION**

I certify under penalty of perjury that all the information and materials submitted are true and correct to the best of my knowledge and belief.

William Scott  
Signature of Applicant

8-16-23  
Date

Inst:201640001154 Date:3/29/2016 Time:11:24 AM  
Doc Stamp-Deed:700.00  
DC, Tim Sanders, Madison County Page 1 of 2 B:1196 P:40



Prepared by and return to:  
Richard L. Coleman, Esq.  
Coleman Talley, LLP  
201 E. Gordon Street  
Valdosta, Georgia 31601  
File #35721.001RLC

(Space Above This Line for Recording Data)

**WARRANTY DEED**

**This Warranty Deed** made this 24<sup>th</sup> day of March, 2016, between **Priscilla E. Warren, an unmarried person** whose address is 10 Monet Court, Somerset, New Jersey 08873, Grantor, and **William T. Scott, a married man** whose address is 742 NW US 221, Greenville, FL 32331, Grantee:

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees.)

**Witnesseth**, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Madison County, Florida, to-wit:

The land referred to herein below is situated in the County of Madison, State of Florida, and is described as follows:

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF NORTHWEST QUARTER (NW 1/4) OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 7 EAST AND RUN WEST ALONG THE GREENVILLE CITY LIMITS LINE 476.7 FEET TO THE EAST EDGE OF 100 FOOT RIGHT-OF-WAY OF STATE ROAD 55; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE EAST 961 FEET TO THE END OF THE CURVE; THENCE NORTH 13 DEGREES AND 45 MINUTES EAST ALONG SAID ROAD 557 FEET FOR POINT OF BEGINNING; THENCE NORTH 13 DEGREES AND 45 MINUTES EAST ALONG SAID ROAD 210 FEET; THENCE EAST 418.45 FEET; THENCE SOUTH NO DEGREES 06 MINUTES EAST 204 FEET; THENCE WEST 468.72 FEET TO THE POINT OF BEGINNING. LYING IN THE SOUTH HALF OF SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 7 EAST, MADISON COUNTY, FLORIDA.



Parcel Identification Numbers: 21-1N-2488-007-000

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

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

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

**In Witness Whereof**, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Cynthia Burwell  
Witness Name: Cynthia Burwell

Priscilla E. Warren  
Priscilla E. Warren

Richard Alston  
Witness Name: Richard Alston

State of New Jersey  
County of Somerset

The foregoing instrument was acknowledged before me this 19th day of March, 2016 by Priscilla E. Warren, who are  personally known to me or  have procured Driver license as identification.



(Notary Seal)

Monika Choudhary  
Notary Public

Printed Name: Monika Choudhary

My Commission Expires: Jan 30, 2018

# Madison County Planning & Zoning

2023 Tax Year

Updated: 6/15/2023

Parcel: 21-1N-07-2488-007-000

[Retrieve Tax Record](#)
[Property Appraise](#)
[Interactive GIS Map](#)
[Print](#)

[<< Next Lower Parcel](#)
[Next Higher Parcel >>](#)

Search Result: 1 of 1

## Owner & Property Info

<b>Owner's Name</b>	SCOTT WILLIAM T		
<b>Site Address</b>	742 NW US 221		
<b>Mailing Address</b>	742 NW US 221 GREENVILLE, FL 32331		
<b>Brief Desc.</b>	PART OF NW 1/4 OF NW 1/4 OR 203/808 OR 1196 PG 40 OR 1196 PG 42		
<b>Use Desc. (code)</b>	SINGLE FAMILY (0100)		
<b>Neighborhood</b>	000	<b>Tax District</b>	10
<b>Map Number</b>		<b>Market Area</b>	
<b>Total Land Area</b>	2,300 ACRES		

## Planning & Zoning

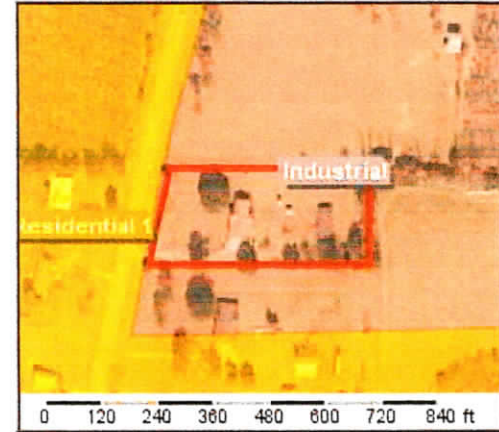
- Agriculture 1
- Agriculture 2
- Commercial
- Commerce Park
- Conservation
- Hwy Interchange
- Incorporated
- Industrial
- Mixed Use
- Public Use
- Residential 1
- Lakes & Wetlands

## Property & Assessment Values

<b>Mkt Land Value</b>	\$18,400.00
<b>Ag Land Value</b>	\$0.00
<b>Building Value</b>	\$183,718.00
<b>XFOB Value</b>	\$4,177.00
<b>Just Value</b>	\$206,295.00
<b>Class Value</b>	\$0.00

<b>Total Appraised Value</b>	\$206,295.00
<b>Assessed Value</b>	\$206,295.00
<b>Exempt Value</b>	\$0.00
<b>Total Taxable Value</b>	County: \$148,275.00 Other: \$0.00   School: \$206,295.00

## GIS Aerial



## Sales History

Sale Date	Book/Page	Inst. Type	Sale VImp	Sale Qual	Sale RCode	Sale Price
3/24/2016	1196/0040	WD	I	U	30	\$100,000.00
8/18/1989	0203/0808	WD	I	Q		\$89,900.00

## Building Characteristics

Bldg Item	Bldg Desc	Year Blt	Heated S.F.	Actual S.F.	Bldg Value
1	SINGLE FAM (0111)	1972	1959	2850	\$183,718

**Note:** All S.F. calculations are based on exterior building dimensions.

## Extra Features & Out Buildings

Code	Desc	Year Blt	Value	Units	Dims
1663	DRIVEWAY-A	1972	\$222.00	736.00	0 x 0
1685	F-3-C	1972	\$92.00	144.00	9 x 16
1806	WELL/SEPTIC	1998	\$686.00	1.00	0 x 0
1809	SEPTIC	1999	\$398.00	1.00	0 x 0
1685	F-3-C	2003	\$114.00	96.00	8 x 12
1685	F-3-C	2003	\$114.00	96.00	8 x 12
1800	CLFENCE 4	2003	\$345.00	220.00	220 x 0
1664	DRIVEWAY-B	2000	\$1,527.00	2700.00	0 x 0
1666	WALKWAY-A	2000	\$215.00	254.00	0 x 0
1670	PATIO-A	2015	\$464.00	144.00	12 x 12

## Land Breakdown

Lnd Code	Desc	Units	Adjustments	Eff Rate	Lnd Value
0100	SINGLE FAM (MKT)	2.300 AC	1.0000/1.0000 1.0000/ /	\$8,000.00/AC	\$18,400



# Madison County, FL

## Homestead Application

[Apply for Homestead Exemption](#)

## 2023 TRIM Notices

[2023 TRIM Notice \(PDF\)](#)

## Parcel Summary

Parcel ID 21-1N-07-2488-007-000  
 Location Address 742 NW US 221  
 GREENVILLE 32331  
 Brief Tax Description PART OF NW 1/4 OF NW 1/4 OR 203/808 OR 1196 PG 40 OR 1196 PG 42  
 (Note: Not to be used on legal documents.)  
 Property Use Code SINGLE FAMILY (0100)  
 Sec/Twp/Rng 21-1N-07  
 Tax District COUNTY (10)  
 Millage Rate 15.5908  
 Acreage 2.3  
 Homestead N

[View Map](#)



## Owner Information

Primary Owner  
 SCOTT WILLIAM T  
 742 NW US 221  
 GREENVILLE, FL 32331

## Address Change

[Mailing Address Change](#)

## Map



## Valuation

**Working Values are Subject to Change**

	2023 Working Values	2022 Certified Values	2020 Certified Values	2019 Certified Values	2018 Certified Value
Building Value	\$183,718	\$151,178	\$106,709	\$87,966	\$79,96
Extra Features Value	\$4,177	\$4,472	\$4,752	\$5,028	\$5,30
Land Value	\$18,400	\$14,260	\$8,280	\$8,280	\$8,28
Land Agricultural Value	\$0	\$0	\$0	\$0	\$
Agricultural (Market) Value	\$0	\$0	\$0	\$0	\$
Just (Market) Value	\$206,295	\$169,910	\$119,741	\$101,274	\$93,55
Assessed Value	\$148,275	\$134,795	\$111,401	\$101,274	\$93,55
Exempt Value	\$0	\$0	\$0	\$0	\$
Taxable Value	\$148,275	\$134,795	\$111,401	\$101,274	\$93,55
Maximum Save Our Homes Portability	(\$58,020)	\$35,115	\$8,340	\$0	\$



**Land Information**

Land Use	Number of Units	Unit Type	Price/Unit	Frontage
0100 - SINGLE FAM	2.3	AC	\$8,000	0

**Building Information**

Type	SINGLE FAM	Heat	F AIR-DUCT
Total Area	2,850	Air Conditioning	CENTRAL
Heated Area	1,959	Bathrooms	2
Exterior Walls	PREF WD PN; BRICK	Bedrooms	0
Roof Cover	ENAMEL MTL	Stories	1
Interior Walls	DRYWALL; WOOD PANEL	Actual Year Built	1972
Frame Type		Effective Year Built	1972
Floor Cover	PINE/PLANK; CARPET	Value	\$183,718

**Extra Features**

Code	Description	Length x Width	Area	Year Built
1663	DRIVEWAY-A	0x0 x	736	1972
1806	WELL/SEPTIC	0x0 x	1	1998
1809	SEPTIC	0x0 x	1	1999
1685	F-3-C	8 x 12 x	96	2003
1685	F-3-C	8 x 12 x	96	2003
1800	CLFENCE 4	220x0 x	220	2003
1664	DRIVEWAY-B	0x0 x	2,700	2000
1670	PATIOW-A	12 x 12 x	144	2015
1685	F-3-C	9 x 16 x	144	1972
1666	WALKWAY-A	0x0 x	254	2000

**Sales**

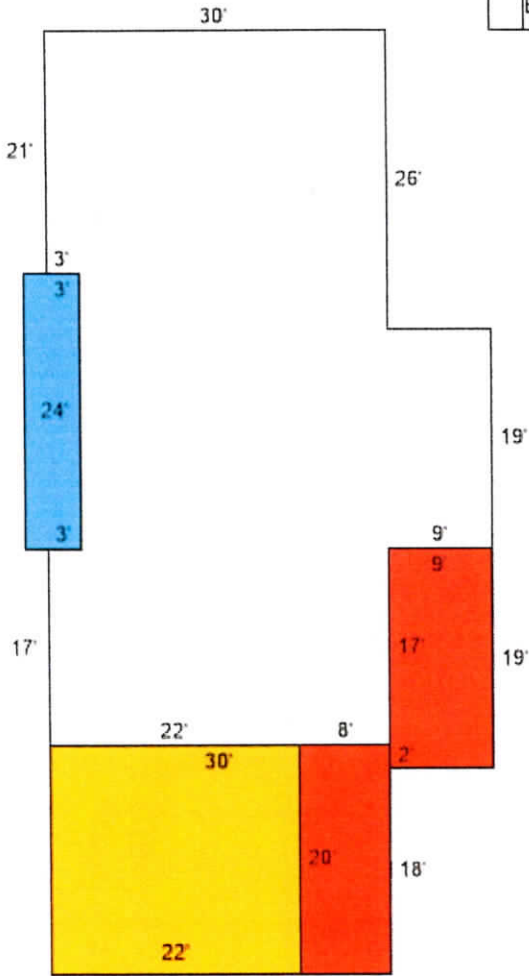
Multi Parcel	Sale Date	Sale Price	Instrument	Book/Page	Instrument Number	Qualification	Reason	Vacant/Improved	Grantor	Grantee
N	3/24/2016	\$100,000	WD	<a href="#">1196/40</a>		Unqualified	UNQUAL/TRANSACT OF AFFILIATION	Improved	WARREN P E	SCOTT WILLIAM T
N	8/18/1989	\$89,900	WD	<a href="#">203/808</a>		Qualified	N/A	Improved	KARR B B & S R	WARREN P E

**Photos**



**Sketches**

FSP	F SCRNPCH	171	1985
FST	F STORAGE	160	2003
FGR	F GARAGE	440	1985
FOP	F OPN PRCH	120	1985
BAS	BASE AREA	1959	1985



No data available for the following modules: Permits.

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Last Data Upload: 8/16/2023, 9:50:08 AM

Contact Us

Developed by  


Board of County Commissioners  
Madison County, Florida

Receipt  
37874

Received From John Scott Date August 16, 2023

For: Small Scale Amendment Request - CPA 2303 \$ 1500.00

For: Parcel No. 21-IN-07-2488-007-000 \$ \_\_\_\_\_

For: \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL \$ 1500.00

Check # 919043

Dept: BOCC  Road \_\_\_\_\_ S/W \_\_\_\_\_ EMS \_\_\_\_\_ Bldg \_\_\_\_\_ Code \_\_\_\_\_ Animal \_\_\_\_\_ Other \_\_\_\_\_

By: R Demps

William "Billy" Washington, Clerk  
Madison County Courthouse  
125 SW Range Ave  
Madison, FL 32340  
(850) 973-1500

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES



919043

REMITTER JOHN P SCOTT  
746 NW US 221

Date: 8/16/23

Office: 0075

**PAY TO THE ORDER OF** EXACTLY \*\*1,500 AND 00/100 DOLLARS  
MADISON COUNTY ADMINISTRATION

\$1,500.00

**CASHIER'S CHECK**

IN THE EVENT ANY CASHIER'S CHECK OF THIS BANK IS LOST, STOLEN  
OR DESTROYED, IT WILL NOT BE REPLACED OR REFUNDED BEFORE  
THE EXPIRATION OF 90 DAYS FROM THE DATE OF THE CHECK













W. T. 4923  
AUTHORIZED SIGNATURE

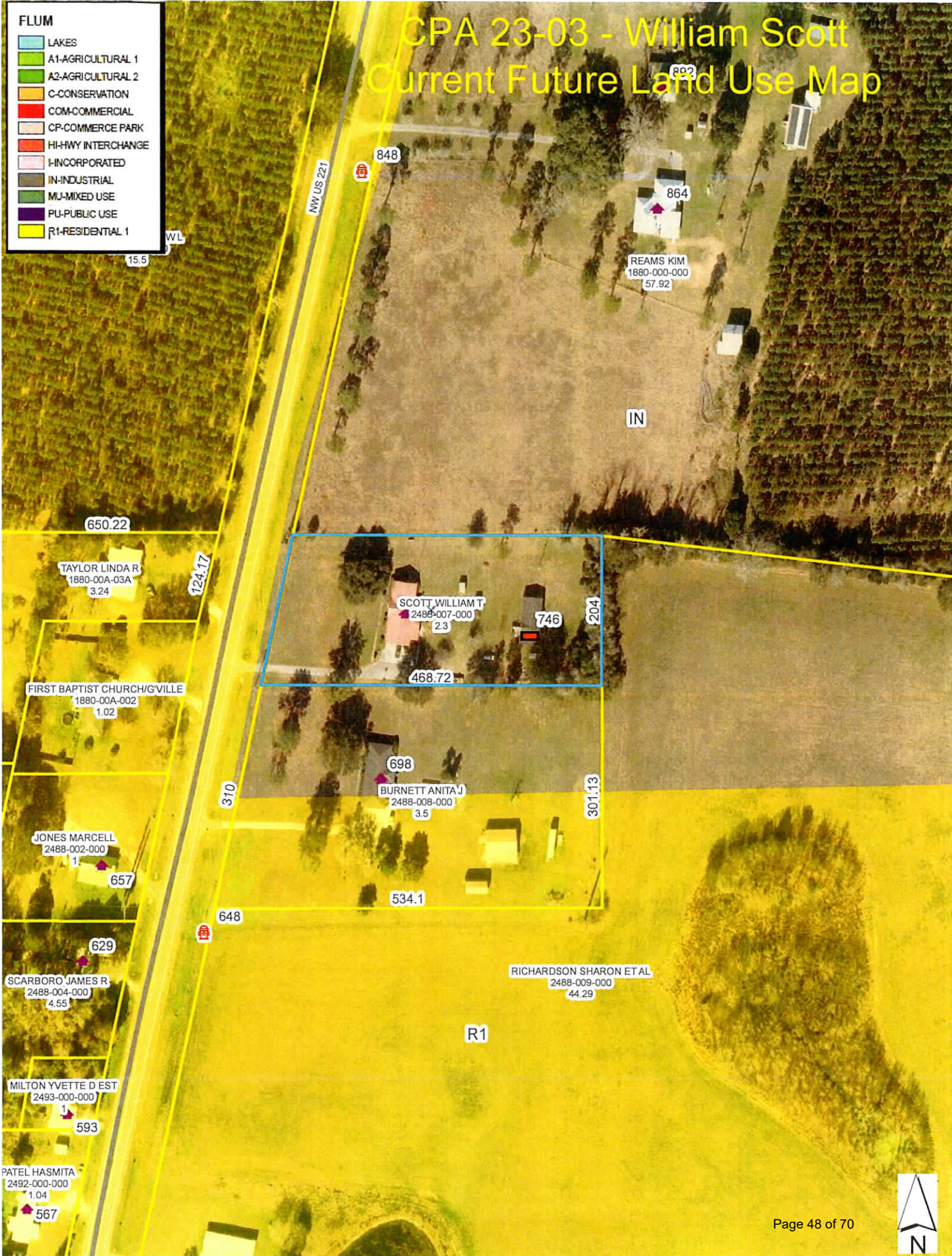
SECURE FEATURES INCLUDE INVISIBLE FIBERS • PRISMATIC PANTOGRAPH • ENDORSEMENT & ARTIFICIAL WATERMARK ON BACKER • BROWNSTAIN CHEMICAL REACTANT

⑈0000919043⑈ ⑆063100688⑆ 0100005811⑈



# CPA 23-03 - William Scott Current Future Land Use Map

FLUM	
	LAKES
	A1-AGRICULTURAL 1
	A2-AGRICULTURAL 2
	C-CONSERVATION
	COM-COMMERCIAL
	CP-COMMERCE PARK
	HI-HWY INTERCHANGE
	I-INCORPORATED
	IN-INDUSTRIAL
	MJ-MIXED USE
	PU-PUBLIC USE
	R1-RESIDENTIAL 1



15.5

650.22

TAYLOR LINDA R  
1880-00A-03A  
3.24

124.17

FIRST BAPTIST CHURCH/GVILLE  
1880-00A-002  
1.02

JONES MARCELL  
2488-002-000  
1

657

629

SCARBORO JAMES R  
2488-004-000  
4.55

MILTON YVETTE D EST  
2493-000-000

593

PATEL HASMITA  
2492-000-000  
1.04

567

NW US 221

848

892

864

REAMS KIM  
1880-000-000  
57.92

IN

746

204

468.72

698

BURNETT ANITA J  
2488-008-000  
3.5

534.1

648

310

301.13

R1

RICHARDSON SHARON ET AL  
2488-009-000  
44.29





# CPA 23-03 - William Scott Proposed Future Land Use Map

- FLUM**
- LAKES
  - A1-AGRICULTURAL 1
  - A2-AGRICULTURAL 2
  - C-CONSERVATION
  - COM-COMMERCIAL
  - CP-COMMERCE PARK
  - HI-HWY INTERCHANGE
  - I-INCORPORATED
  - IN-INDUSTRIAL
  - MU-MIXED USE
  - PU-PUBLIC USE
  - R1-RESIDENTIAL 1

SWAIN MATTHEW L  
1880-002-000  
15.5

REAMS KIM  
1880-000-000  
57.92

IN

650.22

TAYLOR LINDA R  
1880-00A-03A  
3.24

SCOTT WILLIAM T  
2488-007-000  
2.3

468.72

FIRST BAPTIST CHURCH/GVILLE  
1880-00A-002  
1.02

BURNETT ANITA J  
2488-008-000  
3.5

JONES MARCELL  
2488-002-000  
1

RICHARDSON SHARON ETAL  
2488-009-000  
44.29

R1

SCARBORO JAMES R  
2488-004-000  
4.55

MILTON YVETTE D EST  
2493-000-000  
1

PATEL HASMITA  
2492-000-000  
1.04





## LICENSE/USE AGREEMENT

1. **Parties.** The Parties to this Agreement are the Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), and Career Source North Florida, Madison County (Licensor.)

2. **Authority.** This Agreement is authorized under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207, et seq.

3. **Purpose.** FEMA desires to use, and the Licensor agrees to license and permit FEMA to use the following described property (hereinafter referred to as the “Premises”) at no cost to FEMA:

Career Source North Florida located at 705 E Base St. Madison, FL 32340 to include adjacent parking areas, restrooms, available conference areas, and common use spaces to be utilized by the local community staff, FEMA staff, disaster survivors, and all disaster-associated individuals while the Disaster Recovery Center (DRC) not to exceed 30 days

4. **Scope.** The Licensor will authorize FEMA the use of the premises identified above for the following purposes:

FEMA will use the premises primarily as a Disaster Recovery Center office where FEMA will receive members of the public for the purpose of providing information to survivors and their supporters, assist with applications, and hand out general information on FEMA disaster assistance. Other Federal, State, local and voluntary organizations may also use the Premises to provide similar information on their programs.

5. **Duration.** This Agreement shall become effective upon execution, and expire no later than 30 Days, unless terminated prior to that date with 10 calendar days’ notice from either party. This Agreement may be extended by mutual consent of the parties.

### 6. **Duties and Responsibilities.**

a. Licensor shall:

- 1) At no cost to FEMA, maintain the premises in good repair and condition, and supply utilities (including heat, air conditioning, light, ventilation), sanitation, trash removal, and cleaning services during the period of this Agreement unless FEMA enters into separate agreements to provide for utility, sanitation and other similar services;
- 2) Provide FEMA with any keys or other instruments necessary to access the Premises, as needed by FEMA, and coordinate with FEMA to assist with limiting the access of third parties;

- 3) Maintain at Licensor's own expense existing electrical service, and all other utilities (including water and sewer) for the duration of this Agreement, unless separately metered and contracted for by FEMA under separate agreements;
- 4) Permit FEMA to install, if necessary, electrical and telecommunications upgrades and all other modifications necessary for the accessibility for people with disabilities with the approval of the Licensor, which will become the property of the Licensor upon termination of this Agreement and not be removed by FEMA;
- 5) Permit FEMA to provide, as necessary, office furniture and equipment for its use. This property and other removable property provided by FEMA necessary to carry out the intended use of the Premises will remain FEMA property in the exclusive control and authority of FEMA in accordance with FEMA 119-7-1, and will be removed by FEMA upon termination of this Agreement;
- 6) Permit FEMA to make other minor alterations to the Premises such as the installation of signage, which will be removed upon termination of the Agreement; and,
- 7) Maintain insurance for liability, and for loss of or damage to the Premises, arising from the wrongful or negligent acts or omissions of third parties.

b. FEMA shall:

- 1) Maintain the Premises in clean and orderly condition;
- 2) Surrender the Premises in the same state and condition as it was in at the commencement of FEMA use and occupancy, excepting normal wear and tear, excluding upgrades made in accordance with paragraph 6a(4) above, and including the removal of any items installed in accordance with 6a(5) and (6) above;
- 3) Provide for any required security or cleaning services under separate contract at FEMA expense; and,
- 4) Permit the Licensor to enter the Premises with approval of the designated FEMA Point of Contact, or as otherwise coordinated for routine entry or shared use, as described in paragraph 3 of this Agreement.

**7. Non-Fund Obligor Agreement.** Nothing in this Agreement shall authorize FEMA to obligate or transfer any funds in connection with FEMA's use and occupancy of the Premises. Any additional work or activity that would require the transfer of funds or the provision of goods or services among the parties will require execution of a separate agreement and will be

contingent upon the availability of appropriated funds. Such activity must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority.

8. **Liability.** Licensor and the United States each agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this Agreement. The parties agree -- subject to any limitations imposed by law, rule, or regulation -- to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this Agreement, each party's designated legal representatives will, within (7) calendar days of receipt, provide each other's designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346 (b), 2671-2680 provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by federal employees within the scope of their employment.

9. **Compliance with Applicable Law:** The Licensor shall comply with all Federal, state, and local laws applicable to either the Licensor as owner or the Premises (including, without limitation, laws applicable to construction, ownership, alterations, or operations), and the Licensor will obtain and maintain all required permits, licenses, and similar items, at no cost to FEMA.

10. **Applicable Law.** Federal law shall govern this Agreement and any dispute or claim arising from it.

11. **Warranty Use of Premises.** Licensor warrants that the Premises may be used for the purposes intended by FEMA as described in this Agreement. Nothing in this Agreement shall be construed to create a duty on FEMA to inspect for toxic material or latent hazardous environmental conditions which could affect FEMA's intended use of the Premises. Any known hazardous environmental conditions which could affect FEMA's use of the Premises, known to the Licensor, must be disclosed to FEMA.

12. **Integrated Agreement:** This Agreement contains the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter

13. **Points of Contact.**

- a. The FEMA Point of Contact is:  
Heather Cooper  
External Support Branch Director/ Logistics Operations  
4075 Esplanade Way, Tallahassee, FL 32399  
(202) 702-6109 heather.cooper@fema.dhs.gov
- b. The Licensor's Point of Contact is:  
Diane Head  
Executive Director



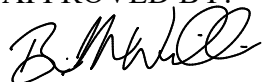
705 E Base St Madison, FL 32340  
(850) 973-9675 diane.head@careersourcenorthflorida.com

14. **Other Provisions.** Nothing in this Agreement is intended to conflict with current law or regulations or the directives of DHS/FEMA. If a term of this Agreement is inconsistent with any such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

15. **Effective Date.** The terms of this Agreement will become effective on the date of signature of the authority representatives of all parties.

16. **Modification.** This Agreement may be modified upon the mutual written consent of the parties.

APPROVED BY:



\_\_\_\_\_  
Brian Williams  
Board of County Commissioners Chair

\_\_\_\_\_  
Thomas Dargan  
Deputy FCO  
Federal Emergency Management Agency

Date: 9/3/2023

Date \_\_\_\_\_



9110 E. Nichols Ave., Ste 180  
Centennial, CO 80112

# Work Authorization

\_\_\_\_\_ (“Owner”) hereby authorizes **BluSky Restoration Contractors, LLC** (“BluSky”) to mobilize and complete the necessary work to restore, rebuild, clean, and/or deodorize the building structure and/or contents and/or to provide emergency services as authorized by owner and/or insurance representative relating the loss or work (“Work”). The person signing below represents that they have the authority to do so on owner’s behalf. Owner agrees to pay **BluSky** for all labor, materials, and equipment utilized to mobilize, demobilize, and perform the Work with pricing as outlined below.

**Project Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Loss Address:** \_\_\_\_\_ **Project Number:** \_\_\_\_\_

**Lump Sum Amount of (\$ \_\_\_\_\_), per Estimate or Proposal dated, \_\_\_\_\_**

**Contractual Addendums and/or Supporting Schedules:** \_\_\_\_\_

**PRICING METHOD:** If a Lump Sum amount is not inserted above, Owner understands and agrees that a final Price has not been determined at this time but will be calculated in accordance with BluSky’s Time & Materials (“T&M”) and/or industry standard pricing. BluSky T&M available upon request.

**PAYMENT TERMS:** \_\_\_\_\_ % Down Payment at time of contract or as defined in the Draw Schedule (below). Progress invoices are due upon invoice. All payments due per Invoice & Payment Terms on reverse.  
(Down payment covers mobilization, overhead, supervision, scheduling, materials, permits, and other initial costs)

**DRAW SCHEDULE:** Remaining payments will be as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Temp Repairs:** Any repair described or performed as “temporary” or “temp” is not intended to be a permanent repair. Such repairs include but are not limited to temporary closure of the building, board up of openings, tarping, and roof repair. No guarantees or warranties are provided for temporary repairs. It is recommended customer make permanent repairs as soon as possible to prevent any further damage to the property.

## TERMS & CONDITIONS

**Scope of Work and Additional Work:** BluSky agrees to perform the Work referenced on page 1. Owner agrees that any supplements or additions to Work (“Additional Work”) may be accomplished verbally or with a written change order. The Additional Work includes betterment, owner selected changes, and/ or enforcement of code or requirements by municipality or building department (“Code Upgrade Work”). BluSky is specifically authorized and Owner agrees to pay for all Code Upgrade Work as well as other Additional Work. The foregoing notwithstanding, BluSky shall NOT be required to perform Code Upgrade or Additional Work without satisfactory payment arrangements.

**Lump Sum Contract and Pricing:** An estimate will be written to define the Work and pricing, if not based on T&M. A copy of the same is available upon request. If owner reduces the overall Work, profit and overhead originally calculated for the deleted Work will still be included in the overall price for the Work. BluSky at its option may utilize value engineering to complete the same Work in a more efficient manner or in order to achieve a savings to BluSky.

**Work Quality:** All Work involving restoration and/or repairs is for the damaged work only and for like kind and quality craftsmanship and does not cover unaffected areas and does not cover restoring existing deficiencies. The estimate presumes original walls, floors and framing are plumb, square, and straight. Construction does not result in "Perfect Finishes" such as is found in manufacturing under a controlled environment. BluSky's work will conform to existing qualities and will be governed by references published by the American Society for Testing Materials (ASTM) Standards. All construction debris will be removed from project and will be left in a broomed and/or shop vac quality, cleaned condition.

**Contract Time:** BluSky will diligently pursue substantial completion of the Work, but will not be held liable for delays due to deliveries, weather, owner or insurance carrier scheduling of trade issues or any other conditions beyond BluSky's control. Owner agrees to hold harmless BluSky for any additional delays to Work. Owner further agrees not to cause delays to project for any reason and to provide clear and continuous access to the Work site from 7:00am to 5:30pm. BluSky may at its option, place a "LOCK BOX" at the property and assumes no responsibility for unauthorized entry. Owner agrees to provide electricity, heat, water, local telephone, and sanitary facilities. Substantial completion is the date when the property can be occupied for its intended use, not when the Work is 100% satisfactory. Owner agrees to sign Certificate of Satisfaction upon completion of the Work.

**Invoice and Payment Terms:** If the job is being funded by Insurance Proceeds, then Owner Requests that all payments pertaining to BluSky's work be paid directly to BluSky by Owner's insurance provider, and to add BluSky as additional payee on all insurance payments. To the extent this does not occur, Owner hereby assigns the insurance proceeds, to the extent the proceeds are on account of BluSky's Work, to BluSky. Owner understands and agrees that the proceeds of the insurance payment instrument are the property of BluSky. Owner agrees to deliver the proceeds to BluSky. Owner further represents that Owner understands and agrees that this duty is Fiduciary in nature and that depositing the same into an Owner controlled account, without simultaneously sending BluSky a separate payment instrument, is a breach of that duty and conversion of BluSky's property. Owner specifically authorizes and directs mortgage company to disclose to BluSky the status of Owner's loan and payments from Insurance Company on account of BluSky's Work.

Owner agrees to make payment directly to BluSky for any deductible. If the insurance company does not pay BluSky directly, Owner agrees to make payment to BluSky for the Work, whether or not such Work is covered by insurance. BluSky may invoice partially for work as it completed. Owner shall pay BluSky each invoice no later than ten (10) days following Owner's receipt of the invoice. Interest shall accrue on payments not received within such time at the lesser of (i) the maximum lawful interest rate or (ii) one and one-half percent (1 ½ %) per month. Any remaining amounts due after the above payments are made shall be paid no later than ten (10) days following completion of the Work. At the completion of Final Walk-Through, Owner must pay BluSky for all sums less correction items on Final Walk-Through list. Items addressed after Final Walk-Through will be treated as warranty and will not be subject to subtractions from final payment subject to limited warranty below.

**Limited Warranty:** Conditioned upon payment in full of all amounts due BluSky, BluSky warrants that the Work will be free from defects for a period of one year from the first day the Work is occupied or is ready to be occupied (whichever occurs first) by Owner and shall assign to Owner all applicable warranties of manufacturer, suppliers or others. BluSky's warranty is limited to repair or replacement, at BluSky's option, of the defective work and specifically excludes any equipment or materials covered by manufacturer's, supplier's or others' warranties, and also excludes incidental or consequential damages, Owner specifically hereby waiving the same. This warranty specifically excludes cracking, or other defect of any concrete, drywall, plaster, caulking, sealant, tile, or any other product subject to movement of any kind. This warranty also excludes any loss caused by or consisting of any mold or microbial growth whether or not caused by BluSky or its subcontractors or suppliers. Owner further agrees to hold BluSky harmless from all claims for personal, professional, or property damage related to mold, microbial growth, fungi, mildew. Except as provided herein, there are no other expressly or implied warranties.

**Certain Owner Obligations:** Owner agrees to remove cash, jewelry, firearms, collectibles, medication/drugs, or any other valuable items prior to commencement of the Work. Owner shall make customer selections within BluSky deadlines or pay additional overhead fees to BluSky and agrees to utilize the design center of BluSky's choice to do so. If owner fails to make timely selections, BluSky can make selections on behalf of owner with standard items. Owner agrees to allow BluSky to communicate with insurance company in order to facilitate the processing and payment of the claim. Owner agrees to quickly facilitate the signing of any proof of loss and/or mortgage company inspections and/or endorsements to claim payments. It is the responsibility of the Owner to provide adequate security of the jobsite. BluSky will not be responsible for theft or vandalism. Owner waives any right of recovery or subrogation against BluSky to the extent of Owner's insurance coverage. Owner shall provide and maintain Property, Building, Personal Property, Builders Risk, "All Risk" and Premises Liability Insurance covering the Work, including all materials and supplies on site but not yet installed. If the Work is performed in Colorado, Owner agrees to make claim for defects in construction pursuant to the Colorado Construction Defect Action Reform Act.

**Hazardous or Other Conditions:** BluSky may halt the work upon any finding of hazardous substances or unsafe conditions ("Conditions"). BluSky will notify Owner upon the discovery of any such items. Owner must notify BluSky of any known hazardous items at the site including; asbestos, chemicals, lead, or other and owner shall indemnify and hold harmless BluSky

from and against any and all claims arising from or related to the Conditions, and BluSky shall be entitled to payment from Owner for all costs, expenses and damages, including reasonable attorneys' fees and expenses, it incurs as a result of the Conditions. If conditions cause delay to project for more than one (1) week, BluSky may terminate this agreement. Work related to the removal of mold and mold spores, Owner agrees to hold BluSky harmless from any and all claims for any and all damages arising from or related to mold or microbial growth of any sort or manner.

**Default:** If Owner defaults in any of its obligations, BluSky may, at its option, in addition to other remedies provided in this Work Authorization or pursuant to applicable law or principles of equity, pursue one or more of the following remedies;

- a) suspend some or all of the Work until all defaults have been cured;
- b) upon three (3) days written notice to Owner, terminate some or all of BluSky's obligations under this Work Authorization, and/or
- c) recover all amounts due under this Work Authorization plus all expenses and reasonable attorneys' fees and expenses incurred by BluSky as a result of Owner's breach or BluSky's enforcement of this Work Authorization.

In such event, or should the Owner terminate BluSky's services hereunder, formally or by its actions, Owner shall pay BluSky for all Work performed to the date of termination, including all materials ordered or delivered for the Work, whether incorporated into the Project or not, plus a sum equal to thirty percent (30%) of all Work that would have been performed by BluSky but for the termination. However, if such termination, whether overtly or by actions inconsistent with ongoing contractual relationship occurs before substantial construction has commenced, Owner agrees to pay BluSky as liquidated damages for all services provided an amount equal to twenty percent (20%) of the latest estimate provided to Owner or its agent, for the Work.

**Dispute Resolution:** The parties agree that Colorado is the only jurisdiction for resolution of Work Authorization Claims. Therefore, the Parties hereby subject themselves to the personal jurisdiction of the Colorado Courts. Venue for all such proceedings shall be Arapahoe County and Colorado law shall apply. In addition to all other damages, BluSky shall be entitled to and awarded its costs and legal fees incurred. Any dispute or claim arising out of or relating to this Work Authorization or the Work performed or not performed pursuant thereto (Work Authorization Claims) shall be resolved through the Courts.

**LIMITATION AND WAIVER: THE PARTIES HEREBY SPECIFICALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY. ADDITIONALLY, OWNER WAIVES ITS RIGHTS AND RELEASES BLUSKY FROM ANY AND ALL CLAIMS FOR CONSEQUENTIAL AND/OR PUNITIVE DAMAGES OWNER MAY HAVE, ARISING FROM OR RELATING TO THE WORK, IT BEING THE EXPRESS UNDERSTANDING AND AGREEMENT OF THE PARTIES THAT BLUSKY'S SOLE OBLIGATION WITH RESPECT TO ALL SUCH CLAIMS SHALL BE LIMITED TO THE COST TO CORRECT THE WORK OR COMPENSATE FOR THE REASONABLE VALUE OF AN ITEM.**

**Entire Agreement:** This Work Authorization, including the any attachments, comprises the complete agreement of the parties and no representations or agreements have been made by either party except as expressly stated in this Work Authorization. All modifications to this Work Authorization shall be in writing and signed by both parties hereto. If any provision of this Work Authorization becomes or is determined to be illegal or unenforceable for any reason, the remainder of the Work Authorization shall remain in full force and effect.

**BluSky Acknowledgment**

Signed: Seth Perry

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Owner Acknowledgment**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Bill Address: \_\_\_\_\_

**Owner's Insurance**

Insurance Company: \_\_\_\_\_

Claim Number: \_\_\_\_\_

Claim representative: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Deductible: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_





**Schedule of Fees**

As of August 2023

**Labor (In-House Labor and Labor Pools)**

Item	Unit	Tier 1 Standard Pricing	Tier 2 Metro Pricing	Tier 3 Large Metro Pricing
Administrative	Hour	\$58.00	\$68.00	\$78.00
Asbestos/Biohazard/Environmental Supervisor	Hour	\$110.00	\$133.00	\$150.00
Asbestos/Biohazard/Environmental Technician	Hour	\$92.00	\$102.00	\$115.00
Certified Healthcare Supervisor	Hour	\$99.00	\$109.00	\$115.00
Certified Healthcare Technician	Hour	\$78.00	\$83.00	\$88.00
Consultant	Hour	\$260.00	\$265.00	\$275.00
Contents Labor	Hour	\$57.50	\$62.00	\$68.00
Contents Supervisor	Hour	\$89.00	\$98.00	\$102.00
Contents Technician	Hour	\$68.00	\$75.00	\$81.00
Desiccant/Equipment Operator	Hour	\$140.00	\$152.00	\$163.00
Field Accountant/Billing Analyst	Hour	\$84.00	\$89.00	\$93.00
General Labor	Hour	\$57.50	\$60.00	\$62.00
Project Director	Hour	\$156.00	\$163.00	\$169.00
Project Manager/Superintendent	Hour	\$110.00	\$115.00	\$141.00
Restoration Supervisor	Hour	\$94.00	\$99.00	\$104.00
Restoration Technician	Hour	\$71.00	\$78.00	\$83.00
Safety Officer	Hour	\$98.00	\$98.00	\$98.00
Security/Fire Watch Guard	Hour	\$110.00	\$120.00	\$140.00
Senior Project Manager/Superintendent	Hour	\$140.00	\$172.00	\$198.00
Skilled Tradesman – Carpenter/Framer	Hour	\$102.00	\$110.00	\$120.00
Skilled Tradesman – Drywaller	Hour	\$102.00	\$135.00	\$150.00
Skilled Tradesman – Flooring Installer	Hour	\$84.00	\$89.00	\$94.00
Skilled Tradesman – Painter	Hour	\$94.00	\$99.00	\$110.00
Skilled Tradesman – Roofer/Tarper	Hour	\$146.00	\$156.00	\$182.00
Per Diem: Per day for all out-of-town workers (excl. travel and hotels)	Day	\$59.00	\$69.00	\$79.00

**24-HOUR SERVICE**

**Premium Hours:** Monday through Friday, 6:00pm to 6:00am, and all Saturday and Sunday

**NOTES:**

1. A breakdown based upon this Schedule of Fees will be provided at time of billing.
2. Any labor, materials, and equipment not listed in this schedule will be billed at invoice amount plus 20%.
3. All fees for Construction Services will be billed at Scheduled Rates plus 10% overhead and 10% profit.
4. Permits and Fees: The rates contained in the schedule are exclusive of any associated permits or fees. Those permit costs and fees shall be billed by BluSky to the Client and shall be compensated for all such costs based on actual costs incurred for such items plus 20%.
5. Catastrophe, Logistics and Mobilization Support: A 5% charge will be billed for Logistics, Mobilization Support and other cost related to support catastrophe operations. The mobilization fee will be charged for all Catastrophic named storms/events which captures mobilization of Cat office, administrative allowances that support the project daily operations, communication support, and specialty office equipment / supplies.
6. Labor charges include travel time (Portal to Portal).
7. Overtime/Premium: Labor charges apply 1.5 times during Premium Hours or after an 8-hour shift has occurred and 2 times on Federal Holidays, or when a shift greater than 12 hours has occurred.
8. All services will be billed in accordance with BluSky's most current Schedule of Fee at the time the work is completed and is subject to adjustment based upon economic/market volatility and/or catastrophic events - no warranty for temporary repairs.
9. Local Sales Tax is applicable.
10. Tier 1 "Standard Pricing" applies to all cities / areas in the United States, except for those identified as part of Tier 2 or Tier 3.
11. Tier 2 "Metro Pricing" applies, but is not limited to, all cities / areas in the state of California, except if that city / area is identified as part of Tier 3.
12. Tier 3 "Large Metro/Resort" Areas and Cities shall be defined as top 20 largest metropolitan areas by population as determined by most recent US Census.
13. If a project, specific scope of work, or any labor classification is subject to prevailing wages or collective bargaining/union requirements, BluSky shall be entitled to adjust its pricing accordingly.
14. Rates are subject to adjustment in BluSky's sole reasonable discretion.
15. Travel, Lodging, Per Diems: Expenses incurred for job related travel (such as, but not limited to: Airfare, Hotels, Rental Cars, Per Diems)
16. The terms contained herein are material to any agreement to which they are attached or in which they are referenced and may not be abridged, abrogated, or superseded unless done so in a mutually executed writing specifying the title of the document, grounds for action, and the date.



**Schedule of Fees**

As of August 2023

**Vehicles / Notifications**

AQMD – Notification / Filing – Minimum	Day	\$650.00
Car / SUV / Pick-up	Day	\$165.00
Disposal Services – Hazardous – Minimum	Day	\$990.00
Disposal Services – Minimum	Day	\$330.00
Dump Truck	Day	\$385.00
Emergency Response Truck (fully equipped)	Day	\$385.00
Moving or Box Truck, up to 18'	Day	\$330.00
Moving or Box Truck, up to 26'	Day	\$440.00
Power Water Extractor	Hourly	\$324.50
Stakebed Truck	Day	\$385.00
Utility / Service Truck	Day	\$291.50
Van - Large Service / 11 Passenger Van	Day	\$330.00
Van - Small Service / 7 Passenger Mini Van	Day	\$220.00

**NOTES:**

1. Vehicle Charges do not include operator labor or dumping fees.
2. Vehicles (trucks) are charged in ½-day increments.

**Equipment Name**

	<b>Daily Rate</b>	<b>Weekly Rate</b>	<b>Monthly Rate</b>
2-Way Radio	\$10.30	\$51.50	\$206.00
Absorption Pad / Pig Blanket (5 x 5)	\$15.45	\$77.25	\$309.00
Accounting Package (Computer, Printer, Program, etc.)	\$51.50	\$257.50	\$1,030.00
Acoustic Sprayer/Drywall Texturer	\$87.55	\$437.75	\$1,751.00
Air Conditioner 10 Ton Portable	\$1,236.00	\$4,944.00	\$9,888.00
Air Conditioner 30 Ton Portable	\$1,854.00	\$7,416.00	\$14,832.00
Air Movers, Axial	\$39.50	\$197.50	\$790.00
Air Movers, Centrifugal	\$35.00	\$175.00	\$700.00
Air Sampler Pump (ex. Lab Test)	\$25.75	\$128.75	\$515.00
Air Sampling Pumps - Personal (ex. Lab test)	\$51.50	\$257.50	\$1,030.00
Airless Paint Sprayer	\$56.65	\$283.25	\$1,133.00
Articulating Boom Manlift - < 40'	\$884.00	\$3,536.00	\$7,072.00
Articulating Boom Manlift - 40' to 60'	\$1,098.50	\$4,394.00	\$8,788.00
Articulating Boom Manlift - 61' to 80'	\$1,898.00	\$7,592.00	\$15,184.00
Carpet Claw/Extractor	\$128.75	\$643.75	\$2,575.00
Carpet Cleaner/Extractor - Portable	\$151.41	\$735.00	\$2,940.00
Compressor - 210 cfm (gas/towed)	\$410.00	\$1,640.00	\$3,280.00
Compressor - Small Portable	\$37.08	\$148.32	\$296.64
Compressor - Tow Behind 185 CFM	\$390.00	\$1,560.00	\$3,120.00
Compressor - Tow Behind 325 CFM	\$689.00	\$2,756.00	\$5,512.00
Decon Chamber/Shower	\$154.50	\$772.50	\$3,090.00
Dehumidifier - Desiccant - 0 to 1,000 CFM	\$703.00	\$3,515.00	\$14,060.00
Dehumidifier - Desiccant - 1,001 to 3,000 CFM	\$1,351.88	\$6,759.38	\$27,037.50
Dehumidifier - Desiccant - 3,001 to 7,500 CFM	\$2,163.00	\$10,815.00	\$43,260.00
Dehumidifier - Desiccant - 7,501 to 10,000 CFM	\$2,703.75	\$13,518.75	\$54,075.00
Dehumidifier - Desiccant - 10,001 to 15,000 CFM	\$4,109.70	\$20,548.50	\$82,194.00

**NOTES:**

1. A breakdown based upon this Schedule of Fees will be provided at time of billing.
2. Most equipment filters must be replaced at least once for every job.
3. Any labor, materials, and equipment not listed in this schedule will be billed at cost plus 20%.
4. A Small Tools Fee will be billed at 3% of Total Billable Labor per day.



**Schedule of Fees**

As of August 2023

Equipment Name	Daily Rate	Weekly Rate	Monthly Rate
Dehumidifier - Small (up to 69 PPD)	\$90.00	\$450.00	\$1,800.00
Dehumidifier - Large (70-109 PPD)	\$140.00	\$700.00	\$2,800.00
Dehumidifier - XLarge (110-159 PPD)	\$175.00	\$875.00	\$3,500.00
Dehumidifier - XXLarge (Greater than 160 PPD)	\$225.00	\$1,125.00	\$4,500.00
Dry Ice Blasting Machine AERO 30 (excl. mat.)	\$386.25	\$1,931.25	\$7,725.00
Ducting, Rigid Up to 12" (25` Section)	\$25.75	\$128.75	\$515.00
Ducting, Rigid 20 - 24" (25` Section)	\$30.90	\$154.50	\$618.00
Ducting, Rigid 14 - 18" (25` Section)	\$26.78	\$133.90	\$535.60
Electrical - 200 Amp Distribution Panel	\$206.00	\$1,030.00	\$4,120.00
Electrical - 400 Amp Distribution Panel	\$257.50	\$1,287.50	\$5,150.00
Electrical - Transformer 225KVA 480v208v	\$510.88	\$2,554.40	\$10,217.60
Electrical Breaker Panel	\$103.00	\$515.00	\$2,060.00
Electrical Cord (15 & 20amp 110v)	\$3.09	\$15.45	\$61.80
Electrical Cord (480 volt) 50 ft	\$72.10	\$360.50	\$1,442.00
Electrical Cord (480 volt) 100 ft	\$144.20	\$721.00	\$2,884.00
Electrical Cord (50amp 220v) 50 ft	\$25.75	\$128.75	\$515.00
Electrical Cord (50amp 220v) 100 ft	\$51.50	\$257.50	\$1,030.00
Electrical Light String - 100 ft	\$8.24	\$41.20	\$164.80
Electrical Lights (tree stand)	\$10.30	\$51.50	\$206.00
Electrical Spider Box - (for elect. dist. - ex. cords)	\$27.81	\$139.05	\$556.20
Electrical Spider Box Pig Tail	\$2.58	\$12.88	\$51.50
Electrical Transformer Small 75 KVA	\$185.40	\$927.00	\$3,708.00
Electrical Transformer Large 125 KVA	\$216.30	\$1,081.50	\$4,326.00
Electrostatic Sprayer	\$139.05	\$695.25	\$2,781.00
Eliminator Heat Blower Heat Cannon	\$149.35	\$746.75	\$2,987.00
Extension Ladder	\$25.75	\$128.75	\$515.00
Extractor Ride On Unit	\$360.50	\$1,802.50	\$7,210.00
Fence Panels Section per LF (incl. panel clamps, ties, stan			\$3.40
Floor Buffer/Polisher	\$51.50	\$257.50	\$1,030.00
Fuel Transfer Tank - 100 Gal	\$70.20	\$351.00	\$1,404.00
Fuel Transfer Tank - 500 Gal	\$273.00	\$1,365.00	\$5,460.00
Generator - Portable	\$162.23	\$811.13	\$3,244.50
Generator 25 KW (ex.fuel) 8 hrs Running	\$270.38	\$1,351.88	\$5,407.50
Generator 25 KW (ex.fuel) 24 hrs Running	\$540.75	\$2,703.75	\$10,815.00
Generator 50 KW (ex.fuel) 8 hrs Running	\$432.60	\$2,163.00	\$8,652.00
Generator 50 KW (ex.fuel) 24 hrs Running	\$865.20	\$4,326.00	\$17,304.00
Generator 100 KW (ex.fuel) 8 hrs Running	\$757.05	\$3,785.25	\$15,141.00
Generator 100 KW (ex.fuel) 24 hrs Running	\$1,514.10	\$7,570.50	\$30,282.00
Generator 125 KW (ex.fuel) 8 hrs Running	\$865.20	\$4,326.00	\$17,304.00
Generator 125 KW (ex.fuel) 24 hrs Running	\$1,730.40	\$8,652.00	\$34,608.00
Generator 150 KW (ex.fuel) 8 hrs Running	\$973.35	\$4,866.75	\$19,467.00
Generator 150 KW (ex.fuel) 24 hrs Running	\$1,946.70	\$9,733.50	\$38,934.00
Generator 180 KW (ex.fuel) 8 hrs Running	\$1,027.43	\$5,137.13	\$20,548.50

**NOTES:**

1. A breakdown based upon this Schedule of Fees will be provided at time of billing.
2. Most equipment filters must be replaced at least once for every job.
3. Any labor, materials, and equipment not listed in this schedule will be billed at cost plus 20%.
4. A Small Tools Fee will be billed at 3% of Total Billable Labor per day.



**Schedule of Fees**

As of August 2023

Equipment Name	Daily Rate	Weekly Rate	Monthly Rate
Generator 180 KW (ex.fuel) 24 hrs Running	\$2,054.85	\$10,274.25	\$41,097.00
Generator 220 KW (ex.fuel) 8 hrs Running	\$1,189.65	\$5,948.25	\$23,793.00
Generator 220 KW (ex.fuel) 24 hrs Running	\$2,379.30	\$11,896.50	\$47,586.00
Generator 300 KW (ex.fuel) 8 hrs Running	\$1,514.10	\$7,570.50	\$30,282.00
Generator 300 KW (ex.fuel) 24 hrs Running	\$3,028.20	\$15,141.00	\$60,564.00
Generator 500 KW (ex.fuel) 8 hrs Running	\$2,054.85	\$10,274.25	\$41,097.00
Generator 500 KW (ex.fuel) 24 hrs Running	\$4,109.70	\$20,548.50	\$82,194.00
Generator 650 KW (ex.fuel) 8 hrs Running	\$4,326.00	\$21,630.00	\$86,520.00
Generator 650 KW (ex.fuel) 24 hrs Running	\$8,652.00	\$43,260.00	\$173,040.00
Generator 1000 KW (ex.fuel) 8 hrs Running	\$5,948.25	\$29,741.25	\$118,965.00
Generator 1000 KW (ex.fuel) 24 hrs Running	\$11,896.50	\$59,482.50	\$237,930.00
Generator 1500 KW (ex.fuel) 8 hrs Running	\$8,543.85	\$42,719.25	\$170,877.00
Generator 1500 KW (ex.fuel) 24 hrs Running	\$17,087.70	\$85,438.50	\$341,754.00
HVAC Cleaning Unit	\$334.75	\$1,673.75	\$6,695.00
HVAC Remote Video Camera	\$303.85	\$1,519.25	\$6,077.00
Hammer - Jack	\$46.35	\$231.75	\$927.00
Hard Containment Door	\$25.75	\$128.75	\$515.00
Hard Containment per panel	\$23.18	\$115.88	\$463.50
Heater - EB1400 (DRIEAZ) Heating / Cooling Unit	\$195.70	\$978.50	\$3,914.00
Heater - Thermal Heat Drying (ETES Heat Unit)	\$221.45	\$1,107.25	\$4,429.00
Heater Direct Fire 1M BTU	\$1,236.00	\$6,180.00	\$24,720.00
Heater Phoenix Firebird Compact 20 (20K BTU)	\$231.75	\$1,158.75	\$4,635.00
Heater Torpedo 200k BTU	\$46.35	\$231.75	\$927.00
Heater up to 15kw Electric	\$173.04	\$865.20	\$3,460.80
Heater up to 30kw Electric	\$278.10	\$1,390.50	\$5,562.00
Hydroxyl Odor Processor	\$231.75	\$1,158.75	\$4,635.00
Industrial Forklift	\$669.50	\$2,678.00	\$5,356.00
Injectidry System	\$149.35	\$746.75	\$2,987.00
Internet - hardware & service			\$300.00
Kett/Low Dust Drywall Saw	\$15.45	\$77.25	\$309.00
Leister Triac handwelder - including hand roller	\$50.00	\$250.00	\$1,000.00
Leister Variant 40mm robotic welder	\$200.00	\$1,000.00	\$4,000.00
Manometer - Omniguard III (recording)	\$103.00	\$515.00	\$2,060.00
Matterport Camera	\$257.50	\$1,287.50	\$5,150.00
Media Blaster After Cooler	\$257.50	\$1,287.50	\$5,150.00
Nail Gun w/ Hose	\$36.05	\$180.25	\$721.00
Neg. Air Exhaust Machine - 400 cfm	\$90.00	\$450.00	\$1,800.00
Neg. Air Exhaust Machine - 500 cfm	\$100.00	\$500.00	\$2,000.00
Neg. Air Exhaust Machine - 600 cfm	\$115.00	\$575.00	\$2,300.00
Neg. Air Exhaust Machine - 1450 cfm	\$135.00	\$675.00	\$2,700.00
Neg. Air Exhaust Machine - 2000 cfm	\$150.00	\$750.00	\$3,000.00
OmniDry Wall & Cavity Dryer	\$149.35	\$746.75	\$2,987.00
Ozone Chamber	\$257.50	\$1,287.50	\$5,150.00

**NOTES:**

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4. A Small Tools Fee will be billed at 3% of Total Billable Labor per day.





**Schedule of Fees**

As of August 2023

<b>Equipment Name</b>	<b>Daily Rate</b>	<b>Weekly Rate</b>	<b>Monthly Rate</b>
Ozone Machine (small) Portable	\$128.75	\$643.75	\$2,575.00
Ozone Machine (large) Portable	\$200.85	\$1,004.25	\$4,017.00
PFP Harness with Lanyard	\$25.75	\$128.75	\$515.00
PPE Hard Hat, Safety Vest and Eye Protection	\$15.45		
Perimeter warning line w/stand (per 100')	\$50.00	\$250.00	\$1,000.00
Power Washer (electric)	\$103.00	\$515.00	\$2,060.00
Power Washer (gas)	\$128.75	\$643.75	\$2,575.00
Power Washer (hot)	\$211.15	\$1,055.75	\$4,223.00
Powered Air Purifying Respirator (PAPR)	\$87.55	\$437.75	\$1,751.00
Pump - 2" Submersible, w/hose	\$72.10	\$360.50	\$1,442.00
Pump - Trash / Water (gas), w/hose	\$92.70	\$463.50	\$1,854.00
Pump Sprayer	\$5.15	\$25.75	\$103.00
Pump, Sump 3/4" (Electric)	\$46.35	\$231.75	\$927.00
Pump, Trash 34" diesel	\$272.95	\$1,364.75	\$5,459.00
Ramps, Cable	\$20.60	\$103.00	\$412.00
Raptor cart (Mobile fall arrest)	\$200.00	\$1,000.00	\$4,000.00
Respirator Full Face Mask	\$51.50	\$257.50	\$1,030.00
Respirator Half Face (1/2 Face Mask)	\$25.75	\$128.75	\$515.00
Ride On Floor Stripper	\$1,030.00	\$5,150.00	\$20,600.00
Saw Chain	\$51.50	\$257.50	\$1,030.00
Scaffold (Baker) per section	\$36.05	\$180.25	\$721.00
Scaffold (aluminum) per section	\$51.50	\$257.50	\$1,030.00
Scaffold (mini steel) per section	\$36.05	\$180.25	\$721.00
Scissor Manlift - < 30'	\$435.50	\$1,742.00	\$3,484.00
Scissor Manlift - 30 to 40'	\$942.50	\$3,770.00	\$7,540.00
Self Retracting lifeline with anchor point	\$50.00	\$250.00	\$1,000.00
Sewage Container	\$20.60	\$103.00	\$412.00
Skidsteer - 2500lbs	\$585.00	\$2,340.00	\$4,680.00
Skidsteer attach. - Grapple, Broom, Forks, etc.	\$195.00	\$780.00	\$1,560.00
Soda Blaster w/Compressor excl. mat.	\$77.25	\$386.25	\$1,545.00
Straight Manlift - 41' to 60'	\$1,079.00	\$4,316.00	\$8,632.00
Straight Manlift - 61' to 80'	\$1,560.00	\$6,240.00	\$12,480.00
Straight Manlift - 81' to 100'	\$2,130.00	\$8,520.00	\$17,040.00
Straight Manlift - 100' to 120'	\$2,717.00	\$10,868.00	\$21,736.00
Street Sweeper	\$303.85	\$1,519.25	\$6,077.00
Telehandler - < 7K	\$871.00	\$3,484.00	\$6,968.00
Telehandler - 7K to 9K	\$949.00	\$3,796.00	\$7,592.00
Telehandler - 10K to 12K	\$1,592.50	\$6,370.00	\$12,740.00
Telehandler - 13K to 17K	\$1,943.50	\$7,774.00	\$15,548.00
Temporary Lighting Cart 4000W	\$280.00	\$1,120.00	\$2,240.00
Thermal Imaging Camera	\$211.15	\$1,055.75	\$4,223.00
Thermo Fogger	\$131.84	\$659.20	\$2,636.80
Torch acetylene / oxygen	\$36.05	\$180.25	\$721.00

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**Schedule of Fees**

As of August 2023

Equipment Name	Daily Rate	Weekly Rate	Monthly Rate
Trailer, 53ft	\$309.00	\$1,545.00	\$6,180.00
Trailer, Command	\$772.50	\$3,862.50	\$15,450.00
Trailer, Up to 20ft	\$97.85	\$489.25	\$1,957.00
Trailer, Up to 40ft	\$185.40	\$927.00	\$3,708.00
Trash Cart	\$30.90	\$154.50	\$618.00
Ultra Low Volume Sprayer	\$25.75	\$128.75	\$515.00
Utility Vehicle / Golf Cart	\$221.00	\$1,105.00	\$4,420.00
Vacuum - HEPA Back Pack / Canister	\$86.52	\$432.60	\$1,730.40
Vacuum - HEPA Upright	\$28.84	\$144.20	\$576.80
Vacuum - Insulation remover	\$350.20	\$1,751.00	\$5,150.00
Vacuum - Shop (Wet/Dry)	\$25.75	\$128.75	\$515.00
Vacuum - Upright	\$9.27	\$46.35	\$185.40
VaporTech Small (20K CF) Restorator	\$51.50	\$257.50	\$1,030.00
VaporTech Large (50K CF) Vapor Shark	\$82.40	\$412.00	\$1,648.00
VaporTech Industrial (200K CF)	\$185.40	\$927.00	\$3,708.00
Wall Brace - B 2			\$49.00
Wall Brace - B 4			\$52.00
Wall Brace - B 5			\$57.00
Water Filtration Unit	\$36.05	\$180.25	\$721.00
Water Heater	\$25.75	\$128.75	\$515.00
Zip Wall Poles (each per day)	\$12.36	\$61.80	\$247.20

**Materials**

55 Gallon Reconditioned Steel Drum	EA	\$110.23	Buffer Black Floor Pad 19"	EA	\$8.79
Abrasive/Stripping Pads	EA	\$10.12	Buffer Wire Wheels	EA	\$487.24
Absorption Pad / Pig Blanket (5 x 5)	EA	\$28.22	Carpet Mask – 24" x 200'	RL	\$101.18
Aluminum termination bar - 10' Length	EA	\$41.76	Carpet Mask – 36" x 250'	RL	\$191.70
Blades – Specialty Saw Blade	EA	\$55.91	Cassettes 25 mm Asbestos	EA	\$1.60
Blankets, Furniture	EA	\$46.06	Cassettes 37 mm Lead	EA	\$3.20
Bleach	GL	\$10.92	Caulk – Acrylic	EA	\$7.99
Bolts – Anchor	EA	\$7.99	Caulk – clear silicone all-purpose 10 oz	EA	\$15.18
Bolts – Carriage	EA	\$7.67	Chain – 3/8"	LF	\$11.72
Boots – Boot Cover (Waterproof)	PR	\$15.18	Coil Cleaner	EA	\$69.23
Boots – Booties (Shoe Covers)	PR	\$1.60	Coverall / Suit – Lightweight	EA	\$7.46
Boots – Rubber Boots	PR	\$63.90	Coverall / Suit – Poly Coated/Water Resistant	EA	\$20.77
Bottle Water 16.9 oz (case of 24)	CS	\$17.31	Coverall / Suit – Tyvek Type – particulate prot.	EA	\$18.64
Box – Large (incl. packing supplies)	EA	\$10.38	Degreaser – Botanical Concentrate	GL	\$101.18
Box – Medium (incl. packing supplies)	EA	\$7.46	Degreaser – Botanical RTU	GL	\$74.02
Box – Small (incl. packing supplies)	EA	\$3.99	Degreaser – RTU	GL	\$69.23
Bubble Wrap – 1/2"x48"x250'	RL	\$374.35	Dish Soap – 16 oz. bottle	EA	\$10.12
Bubble Wrap – 3/16"x24"x300'	RL	\$169.87	Disinfectant – Botanical RTU	GL	\$85.47
Bubble Wrap – Foam 1/2"x12"x250'	RL	\$89.99	Disinfectant – Concentrate	GL	\$89.19

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**Schedule of Fees**

As of August 2023

**Materials**

Duct – Disposable flex (8"/12" wire reinforced)	LF	\$3.99
Duct – Layflat	LF	\$1.33
Encapsulant (Asbestos) – Fosters 32-22	GL	\$159.75
Encapsulant – Fungicidal Coating	GL	\$159.75
Encapsulant – Sealer – Foster’s 40-20 single gal	GL	\$197.03
Encapsulant – Smoke/Odor	GL	\$111.83
Expansion Foam	CN	\$20.50
Fabric Protector	GL	\$169.34
Fence Panel Clamps (for purchase)	EA	\$7.72
Fence Pipe Ties (for purchase)	EA	\$4.53
Fence Privacy Screen (for purchase)	RL	\$487.24
Fencing – Base Stand (for purchase)	EA	\$49.79
Fencing – Panel (10ft length) (for purchase)	EA	\$227.38
Filter – Dehumidifier – Specialty	EA	\$43.40
Filter – Dehumidifier/Neg Air – Pleated/Sock	EA	\$26.09
Filter – HEPA – Backpack Vacuum	EA	\$266.25
Filter – HEPA – Canister Vacuum (large)	EA	\$372.75
Filter – HEPA – Canister Vacuum (small)	EA	\$266.25
Filter – HEPA – Neg Air (2000 CFM)	EA	\$266.25
Filter – HEPA – Neg Air (400-750 CFM)	EA	\$420.68
Filter – Neg Air – Carbon Pleated	EA	\$44.73
Filter – Neg Air – filter material	EA	\$10.12
Floor Sweep	BG	\$42.33
Foam Furniture Blocks (1008 box)	EA	\$0.27
Furring Strips (1x2)	EA	\$4.79
Global Wrap Tape	RL	\$53.25
Global Wrap per roll	EA	\$852.00
Glove Bag	EA	\$14.11
Gloves – Chemical Resistant – Disposable	PR	\$4.79
Gloves – Latex/Nitrile (Exam type)	BX	\$52.19
Gloves – Leather Work	PR	\$33.02
Gloves – Nylon with coated palm	PR	\$3.73
Grass/Lag Cloth	SF	\$5.06
Grid Clips – containment suspension	EA	\$3.20
Grid Clips – poly containment hangers	EA	\$8.52
Hasp	EA	\$23.96
High solids silicone (coating) - 5 Gallon Bucket	EA	\$759.00
Hinges	EA	\$17.31
Insulation Removal Bag	EA	\$33.65
Inventory Tags	BX	\$81.21
Labels – Asbestos	EA	\$0.37
Lock – Combination Key Box	EA	\$98.25
Lock – Padlock	EA	\$49.79
Lumber – 2"x4"x10'	EA	\$26.89

Lumber – 2"x4"x12'	EA	\$32.75
Lumber – 2"x4"x8'	EA	\$11.18
Lumber – 2"x6"x12'	EA	\$37.54
Lumber – 2"x6"x8'	EA	\$25.03
Lumber – 4"x4"x12'	EA	\$90.26
Lumber – 4"x4"x8'	EA	\$54.05
Lumber – 6"x6"x16'	EA	\$115.02
Lumber – 8"x8"x16'	EA	\$575.10
Lumber – Plywood – 1/2"	SH	\$69.23
Mask – Disposable Dust (N100)	EA	\$29.82
Mask – Disposable Dust (N95)	EA	\$3.20
Mastic Remover (5 gallon drum)	DRM	\$282.23
Metal roofing plates (1000 count)	EA	\$1,079.04
Modified Bitumen membrane - 100 SF Roll	RL	\$284.66
Mop Head Replacement	EA	\$18.37
Nail Pins P20	BX	\$5.59
Nail Shots P20	BX	\$6.66
Nails/Screws – per pound	LB	\$25.56
Newsprint	BX	\$64.97
Odor Counteractant – disc/block/crystal	EA	\$25.29
Odor Remover – Counter. & Deod. 9D9	GL	\$185.04
Odor Remover – Last Resort	QT	\$143.24
Odor Sealer – Unsoot #1	GL	\$115.02
PAPR respirator cartridge (HEPA)	EA	\$28.22
PVC Containment – 1.5" Pipe	LF	\$3.20
PVC Containment – 3/4 Way Fittings	EA	\$13.58
Paint Brushes	EA	\$9.32
Painters Plastic .35mil	RL	\$72.42
Paper – Rosin	RL	\$34.61
Peroxide Cleaner	GL	\$79.88
Plastic Sheeting – 10/12 x 100 (4mil)	RL	\$132.04
Plastic Sheeting – 12 x 100 (6 mil)	RL	\$169.34
Plastic Sheeting – 12 x 100 (6 mil) FireRes	RL	\$303.90
Plastic Sheeting – 20 x 100 (4 mil)	RL	\$199.30
Plastic Sheeting – 20 x 100 (6 mil)	RL	\$295.66
Plastic Sheeting – 20 x 100 (6 mil) FireRes	RL	\$360.50
Plexi-glass Window (2x2)	EA	\$79.88
Polyester fabric (3 course repairs) - 6" x 300	RL	\$259.20
RAM Board – 100ft	EA	\$143.78
Red Head Anchors	EA	\$8.79
Remediation Fungistat/Mildewstat/Deodoriz	GL	\$92.12
Resp Cartridge – HEPA only	PR	\$17.04
Resp Cartridge – HEPA/OV/AG	PR	\$48.99
Respirator Wipes	BX	\$17.57

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**Schedule of Fees**

As of August 2023

**Materials**

Roof Mastic – "Wet-Patch"	GL	\$63.90
Roofing adhesive (includes seam primer) - Pail	EA	\$754.51
#15 roofing screw 6" to 8" (500 count)	EA	\$1,378.56
#15 roofing screw 9" + (500 count)	EA	\$2,768.08
#15 roofing screw up to 5" (1000 count)	EA	\$1,240.78
Sand Paper (Sheet)	EA	\$2.13
Sandbags (filled)	EA	\$13.05
Scraper 3"	EA	\$17.31
Sealer – Primer	GL	\$58.58
Sealer – Primer (spray can)	EA	\$20.45
Sealer – Primer – Schelac (1 gallon)	GL	\$112.09
Self Adhering vapor barrier - 5 SQ Roll	RL	\$983.33
Self-Adhering Roofing Base Sheet	RL	\$204.48
Serum 1000	GL	\$74.02
Serum 2000	GL	\$185.04
Shower Towels	EA	\$9.05
Shrink Wrap 20"x1000'	RL	\$94.52
Signage / Warning	EA	\$18.90
Signs – Asbestos Danger	EA	\$1.38
Signs – Lead Danger	EA	\$1.38
Single ply Detail membrane - 100' Roll	RL	\$942.25
Soda (Blasting Material)	BG	\$74.02
Soda w/Abrasive (garnet, cob)	BG	\$85.20
Sponge	EA	\$3.20
Sponge – Dry Chem	EA	\$4.53
Spray Adhesive	CN	\$13.05
Synthetic Felt	RL	\$216.46
T-13 Coil Anchor – tang only	EA	\$5.06
T-13 Coil Anchor – washer & tang	EA	\$30.89
Tape (Barricade) – Asbestos/Lead 3"x1000'	RL	\$28.22
Tape – 2 sided – High Adhesion	RL	\$22.10
Tape – 2 sided – High/Low Adhesion	RL	\$29.82
Tape – Caution	RL	\$41.00
Tape – Duct (silver)	RL	\$14.64
Tape – Painter's	RL	\$19.44
Tape – Vinyl	RL	\$15.71
Tarp – 18'x24' (Medium Duty)	EA	\$122.48
Tarp – 20'x30' (Medium Duty)	EA	\$191.70
Tarp – 30'x40' (Medium Duty)	EA	\$314.18
Tarp – 30'x50' (Medium Duty)	EA	\$346.13
Tarp – 40'x60' (Medium Duty)	EA	\$505.88
Tarp –Roofing Memb.TPO or sim 1000 ft <sup>2</sup>	RL	\$1,996.88
Thermal Fog, Oil Based	GL	\$174.39

Thermal Fog, Water Based	GL	\$293.94
Tie-Wire	RL	\$16.24
Tile Bar Blades	EA	\$17.84
Towels/Rags – 100% Cotton Terry (50 lb)	BX	\$340.80
Towels/Rags – Cloth	RL	\$112.62
Towels/Rags – Microfiber	EA	\$2.93
Towels/Rags – White Towels (20 lb)	BX	\$117.15
Towels/Rags – White Towels (40 lb)	BX	\$219.39
Towels/Rags – Yellow Dust Cloth	BX	\$129.93
Trash – Bags 3.5 mil (each)	EA	\$1.86
Trash Bags – Asbestos Bags 6 mil (each)	EA	\$2.40
Trash Bags – Bio Contamination	EA	\$5.33
Trash – Bags Heavy Duty 6 mil (each)	EA	\$2.40
Trash Box – Bio Contamination	EA	\$7.72
Vacuum Bag – Back Pack	EA	\$22.90
VaporTech – Cartridge	EA	\$216.46
VaporTech – VaporShark Membrane	EA	\$82.01
Walk off/Tack Mats	EA	\$114.49
Wall Brace Hardware (anchor pins etc)	EA	\$15.18
Water Filters	EA	\$26.89
Zip Ties – (100) pack	EA	\$48.46
Zip Ties – (25) pack	BG	\$14.11
Zipper	EA	\$15.98

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**Schedule of Fees**

As of August 2023

**Small Tools**

Bar, Crow	Drill Chuck	Pump - Water Genie	Socket Extensions
Bar, Flat	Dust Pan	Putty Knife	Socket Sets & Bits
Batteries	Dusters	Ratchets	Squeegees
Blades, Sawzall	Fan - (30" - 38")	Roofing Torch	Stapler, Staples
Blades, Utility	First Aid Kit	Ruler	Tape Gun
Bolt Cutters	Flashlight	Safety Cones	Tape Measure
Box Cutters, (Utility Knives)	Folding Chairs	Sander (Hand)	Tile Bars
Brooms (Push)	Folding Table	Sanding Blocks	Tin Snips
Brush, Wire	Funnel, Plastic	Saw - Demo	Trash Cans
Bucket	Furniture Bands	Saw - Drywall	Tweezers
Carpenters Pencils	Grabbers	Saw - Hack	Unger Poles
Caulk Gun	Grinder - Hand	Saw - Miter (electric)	Washers
Chalk Line, Chalk	Hammers	Saw - Reciprocating	Wheelbarrow
Chipping Hammer	Hose - Water	Saw - Skill	Wire Stripper
Chisels	Levels	Saw - Table	Wrenches
Clamps	Long Reach Fret Saw	Scissors	
Dolly - Appliance	Lumber Crayons	Scrape Away Tool	
Dolly - Drywall	Markers	Scrapers	
Drill	Mop & Bucket	Screw Drivers	
Drill - Cordless	Nippers	Screw Gun	
Drill - Electric	O <sub>2</sub> Gas Meter	Scrub Brush	
Drill - Hammer (Rotor)	Plasti-cutter	Shears	
Drill - Right Angle	Pliers	Shovels	
Drill Bit Set	Pullers (Cable, Fuse)	Small Power Tools	

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9110 E. Nichols Ave., Ste 180  
Centennial, CO 80112

# Work Authorization

\_\_\_\_\_ (“Owner”) hereby authorizes **BluSky Restoration Contractors, LLC** (“BluSky”) to mobilize and complete the necessary work to restore, rebuild, clean, and/or deodorize the building structure and/or contents and/or to provide emergency services as authorized by owner and/or insurance representative relating the loss or work (“Work”). The person signing below represents that they have the authority to do so on owner’s behalf. Owner agrees to pay **BluSky** for all labor, materials, and equipment utilized to mobilize, demobilize, and perform the Work with pricing as outlined below.

**Project Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Loss Address:** \_\_\_\_\_ **Project Number:** \_\_\_\_\_

**Lump Sum Amount of (\$ \_\_\_\_\_), per Estimate or Proposal dated, \_\_\_\_\_**

**Contractual Addendums and/or Supporting Schedules:** \_\_\_\_\_

**PRICING METHOD:** If a Lump Sum amount is not inserted above, Owner understands and agrees that a final Price has not been determined at this time but will be calculated in accordance with BluSky’s Time & Materials (“T&M”) and/or industry standard pricing. BluSky T&M available upon request.

**PAYMENT TERMS:** \_\_\_\_\_ % Down Payment at time of contract or as defined in the Draw Schedule (below). Progress invoices are due upon invoice. All payments due per Invoice & Payment Terms on reverse.  
(Down payment covers mobilization, overhead, supervision, scheduling, materials, permits, and other initial costs)

**DRAW SCHEDULE:** Remaining payments will be as follows:

**Temp Repairs:** Any repair described or performed as “temporary” or “temp” is not intended to be a permanent repair. Such repairs include but are not limited to temporary closure of the building, board up of openings, tarping, and roof repair. No guarantees or warranties are provided for temporary repairs. It is recommended customer make permanent repairs as soon as possible to prevent any further damage to the property.

## TERMS & CONDITIONS

**Scope of Work and Additional Work:** BluSky agrees to perform the Work referenced on page 1. Owner agrees that any supplements or additions to Work (“Additional Work”) may be accomplished verbally or with a written change order. The Additional Work includes betterment, owner selected changes, and/ or enforcement of code or requirements by municipality or building department (“Code Upgrade Work”). BluSky is specifically authorized and Owner agrees to pay for all Code Upgrade Work as well as other Additional Work. The foregoing notwithstanding, BluSky shall NOT be required to perform Code Upgrade or Additional Work without satisfactory payment arrangements.

**Lump Sum Contract and Pricing:** An estimate will be written to define the Work and pricing, if not based on T&M. A copy of the same is available upon request. If owner reduces the overall Work, profit and overhead originally calculated for the deleted Work will still be included in the overall price for the Work. BluSky at its option may utilize value engineering to complete the same Work in a more efficient manner or in order to achieve a savings to BluSky.

**Work Quality:** All Work involving restoration and/or repairs is for the damaged work only and for like kind and quality craftsmanship and does not cover unaffected areas and does not cover restoring existing deficiencies. The estimate presumes original walls, floors and framing are plumb, square, and straight. Construction does not result in "Perfect Finishes" such as is found in manufacturing under a controlled environment. BluSky's work will conform to existing qualities and will be governed by references published by the American Society for Testing Materials (ASTM) Standards. All construction debris will be removed from project and will be left in a broomed and/or shop vac quality, cleaned condition.

**Contract Time:** BluSky will diligently pursue substantial completion of the Work, but will not be held liable for delays due to deliveries, weather, owner or insurance carrier scheduling of trade issues or any other conditions beyond BluSky's control. Owner agrees to hold harmless BluSky for any additional delays to Work. Owner further agrees not to cause delays to project for any reason and to provide clear and continuous access to the Work site from 7:00am to 5:30pm. BluSky may at its option, place a "LOCK BOX" at the property and assumes no responsibility for unauthorized entry. Owner agrees to provide electricity, heat, water, local telephone, and sanitary facilities. Substantial completion is the date when the property can be occupied for its intended use, not when the Work is 100% satisfactory. Owner agrees to sign Certificate of Satisfaction upon completion of the Work.

**Invoice and Payment Terms:** If the job is being funded by Insurance Proceeds, then Owner Requests that all payments pertaining to BluSky's work be paid directly to BluSky by Owner's insurance provider, and to add BluSky as additional payee on all insurance payments. To the extent this does not occur, Owner hereby assigns the insurance proceeds, to the extent the proceeds are on account of BluSky's Work, to BluSky. Owner understands and agrees that the proceeds of the insurance payment instrument are the property of BluSky. Owner agrees to deliver the proceeds to BluSky. Owner further represents that Owner understands and agrees that this duty is Fiduciary in nature and that depositing the same into an Owner controlled account, without simultaneously sending BluSky a separate payment instrument, is a breach of that duty and conversion of BluSky's property. Owner specifically authorizes and directs mortgage company to disclose to BluSky the status of Owner's loan and payments from Insurance Company on account of BluSky's Work.

Owner agrees to make payment directly to BluSky for any deductible. If the insurance company does not pay BluSky directly, Owner agrees to make payment to BluSky for the Work, whether or not such Work is covered by insurance. BluSky may invoice partially for work as it completed. Owner shall pay BluSky each invoice no later than ten (10) days following Owner's receipt of the invoice. Interest shall accrue on payments not received within such time at the lesser of (i) the maximum lawful interest rate or (ii) one and one-half percent (1 ½ %) per month. Any remaining amounts due after the above payments are made shall be paid no later than ten (10) days following completion of the Work. At the completion of Final Walk-Through, Owner must pay BluSky for all sums less correction items on Final Walk-Through list. Items addressed after Final Walk-Through will be treated as warranty and will not be subject to subtractions from final payment subject to limited warranty below.

**Limited Warranty:** Conditioned upon payment in full of all amounts due BluSky, BluSky warrants that the Work will be free from defects for a period of one year from the first day the Work is occupied or is ready to be occupied (whichever occurs first) by Owner and shall assign to Owner all applicable warranties of manufacturer, suppliers or others. BluSky's warranty is limited to repair or replacement, at BluSky's option, of the defective work and specifically excludes any equipment or materials covered by manufacturer's, supplier's or others' warranties, and also excludes incidental or consequential damages, Owner specifically hereby waiving the same. This warranty specifically excludes cracking, or other defect of any concrete, drywall, plaster, caulking, sealant, tile, or any other product subject to movement of any kind. This warranty also excludes any loss caused by or consisting of any mold or microbial growth whether or not caused by BluSky or its subcontractors or suppliers. Owner further agrees to hold BluSky harmless from all claims for personal, professional, or property damage related to mold, microbial growth, fungi, mildew. Except as provided herein, there are no other expressly or implied warranties.

**Certain Owner Obligations:** Owner agrees to remove cash, jewelry, firearms, collectibles, medication/drugs, or any other valuable items prior to commencement of the Work. Owner shall make customer selections within BluSky deadlines or pay additional overhead fees to BluSky and agrees to utilize the design center of BluSky's choice to do so. If owner fails to make timely selections, BluSky can make selections on behalf of owner with standard items. Owner agrees to allow BluSky to communicate with insurance company in order to facilitate the processing and payment of the claim. Owner agrees to quickly facilitate the signing of any proof of loss and/or mortgage company inspections and/or endorsements to claim payments. It is the responsibility of the Owner to provide adequate security of the jobsite. BluSky will not be responsible for theft or vandalism. Owner waives any right of recovery or subrogation against BluSky to the extent of Owner's insurance coverage. Owner shall provide and maintain Property, Building, Personal Property, Builders Risk, "All Risk" and Premises Liability Insurance covering the Work, including all materials and supplies on site but not yet installed. If the Work is performed in Colorado, Owner agrees to make claim for defects in construction pursuant to the Colorado Construction Defect Action Reform Act.

**Hazardous or Other Conditions:** BluSky may halt the work upon any finding of hazardous substances or unsafe conditions ("Conditions"). BluSky will notify Owner upon the discovery of any such items. Owner must notify BluSky of any known hazardous items at the site including; asbestos, chemicals, lead, or other and owner shall indemnify and hold harmless BluSky

from and against any and all claims arising from or related to the Conditions, and BluSky shall be entitled to payment from Owner for all costs, expenses and damages, including reasonable attorneys' fees and expenses, it incurs as a result of the Conditions. If conditions cause delay to project for more than one (1) week, BluSky may terminate this agreement. Work related to the removal of mold and mold spores, Owner agrees to hold BluSky harmless from any and all claims for any and all damages arising from or related to mold or microbial growth of any sort or manner.

**Default:** If Owner defaults in any of its obligations, BluSky may, at its option, in addition to other remedies provided in this Work Authorization or pursuant to applicable law or principles of equity, pursue one or more of the following remedies;

- a) suspend some or all of the Work until all defaults have been cured;
- b) upon three (3) days written notice to Owner, terminate some or all of BluSky's obligations under this Work Authorization, and/or
- c) recover all amounts due under this Work Authorization plus all expenses and reasonable attorneys' fees and expenses incurred by BluSky as a result of Owner's breach or BluSky's enforcement of this Work Authorization.

In such event, or should the Owner terminate BluSky's services hereunder, formally or by its actions, Owner shall pay BluSky for all Work performed to the date of termination, including all materials ordered or delivered for the Work, whether incorporated into the Project or not, plus a sum equal to thirty percent (30%) of all Work that would have been performed by BluSky but for the termination. However, if such termination, whether overtly or by actions inconsistent with ongoing contractual relationship occurs before substantial construction has commenced, Owner agrees to pay BluSky as liquidated damages for all services provided an amount equal to twenty percent (20%) of the latest estimate provided to Owner or its agent, for the Work.

**Dispute Resolution:** The parties agree that Colorado is the only jurisdiction for resolution of Work Authorization Claims. Therefore, the Parties hereby subject themselves to the personal jurisdiction of the Colorado Courts. Venue for all such proceedings shall be Arapahoe County and Colorado law shall apply. In addition to all other damages, BluSky shall be entitled to and awarded its costs and legal fees incurred. Any dispute or claim arising out of or relating to this Work Authorization or the Work performed or not performed pursuant thereto (Work Authorization Claims) shall be resolved through the Courts.

**LIMITATION AND WAIVER: THE PARTIES HEREBY SPECIFICALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY. ADDITIONALLY, OWNER WAIVES ITS RIGHTS AND RELEASES BLUSKY FROM ANY AND ALL CLAIMS FOR CONSEQUENTIAL AND/OR PUNITIVE DAMAGES OWNER MAY HAVE, ARISING FROM OR RELATING TO THE WORK, IT BEING THE EXPRESS UNDERSTANDING AND AGREEMENT OF THE PARTIES THAT BLUSKY'S SOLE OBLIGATION WITH RESPECT TO ALL SUCH CLAIMS SHALL BE LIMITED TO THE COST TO CORRECT THE WORK OR COMPENSATE FOR THE REASONABLE VALUE OF AN ITEM.**

**Entire Agreement:** This Work Authorization, including the any attachments, comprises the complete agreement of the parties and no representations or agreements have been made by either party except as expressly stated in this Work Authorization. All modifications to this Work Authorization shall be in writing and signed by both parties hereto. If any provision of this Work Authorization becomes or is determined to be illegal or unenforceable for any reason, the remainder of the Work Authorization shall remain in full force and effect.

**BluSky Acknowledgment**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Owner's Insurance**

Insurance Company: \_\_\_\_\_

Claim Number: \_\_\_\_\_

Claim representative: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Deductible: \_\_\_\_\_

**Owner Acknowledgment**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Bill Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_



### Purchase Agreement

Customer Purchase Order

#### Billing Location

#### Install Location

Full Customer Name – Include Inc., Corp., LLC etc.  
MADISON COUNTY BOARD OF COMMISSIONERS

Customer Name  
MADISON COUNTY EMERGENCY MANAGEMENT

Department  
County  
MADISON

Street Address  
PO BOX 539

Street Address  
1083 SW HARVEY GREENE DRIVE

City  
MADISON State  
FL Zip+4  
32341

City  
MADISON State  
FL Zip+4  
32340

Contact Name  
SHERILYN PICKELS Phone #  
850-973-3179 Fax #  
850-973-6880

Meter Contact  
KECHIA ROBINSON Phone #  
850-973-3179 Fax #

Email  
admin@madisoncountyfl.com

Email  
assistant@madisoncountyfl.com

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh		IM C4510 - 45 PPM Color Copier		7130.31	7130.31
1	Ricoh		FAX OPTION TYPE M52			
1	Ricoh		BRIDGE UNIT BU3100			
1	Ricoh		FINISHER SR3320			
1	Ricoh		PUNCH UNIT PU3080NA			
1	Ricoh		PAPER FEED UNIT PB3320			
1	Ricoh		INNOVOLT POWER FILTER			
1	Ricoh		POSTSCRIPT3 UNIT TYPE M52			

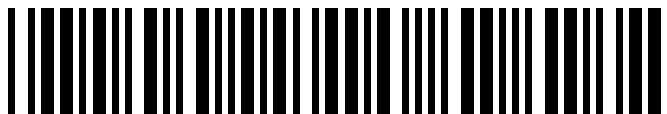
Trade-In/Buyout (Items to be picked up)					Total This Page	7130.31
					Total From Add'l Equipment List	0.00
					Sales Tax	
					Tax Exempt <input type="checkbox"/> Yes <input type="checkbox"/> No Attach Exemption Certificate	Total
						7130.31

1) The equipment specified above will be provided at the following rates:

Commencement Date	SMP/Maintenance SMP	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency
			Monthly	Monthly
Monthly Minimum Number of B&W Copies 0	Overage Rate per B&W Copy 0.006800	Monthly Minimum Number of Color Copies 0	Overage Rate per Color Copy 0.044000	Agreement Includes <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Master Unit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Color Supplies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Drum/Photo Conductor <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Imaging Units <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Parts/Labor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Toner/Dispersant <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Developer <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other STAPLES <input checked="" type="checkbox"/> New Account <input checked="" type="checkbox"/> New Equipment <input type="checkbox"/> Upgrade <input type="checkbox"/> Remanufactured Equipment <input type="checkbox"/> Additional Unit <input type="checkbox"/> Equipment <input type="checkbox"/> MAM <input type="checkbox"/> Used <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MICR Toner
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot	
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print	
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2	

Remarks:  
VIZIENT CUSTOMER #3577091; SUPPLY INCLUSIVE MAINTENANCE COVERS STAPLES;

DocuSigned by: Signature: <u>Sherilyn Pickels</u> Print Name: <u>Sherilyn Pickels</u> Title: <u>County Manager</u> Date: <u>9/6/2023</u>	DocuSigned by: Sales Rep: <u>John Sullivan</u> Date: <u>9/6/2023</u> Sales Manager: _____ Date: _____
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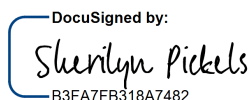


2. The title to any and all products listed on the Sales Order remain with RJ Young Company (RJY) until full payment is received from you. Invoices are payable upon receipt unless prior written approval is received from the RJY corporate offices.
3. Without prior written approval of RJY you may not assign any of your rights or obligations under this Agreement or allow a lien or encumbrance of any kind to be placed upon any products for which you have not received title free and clear.
4. If payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.
5. If payment is not paid when due, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under the law: (a) cancel this agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts, plus all our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession for any Equipment for which you have not received title free and clear.
6. This Agreement, and other terms and conditions that you have acknowledged receipt of by signing this Sales Order, constitute the entire Agreement.
7. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

## SMP AND/OR MAINTENANCE AGREEMENT

The following terms and conditions are in addition to the General Terms and Conditions above.

8. Service includes both labor and material for adjustments, repairs and replacement of parts as necessitated by normal equipment usage. Also included are regularly scheduled preventive maintenance and emergency service subject to provisions. The charge is based on the original geographic installation location of the machine and RJY must be notified whenever the geographical location of the equipment is changed. If the equipment has been moved to a new RJY service zone, a new agreement must be reached. For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. This agreement does not cover overhauls on the machine.
9. Service calls will be made during normal business hours at the specified installation address. (Business hours are 8:00 a.m. to 5:00 p.m., Monday to Friday). Travel and labor time on calls made other than during normal business hours will be charged to Customer at established overtime rates.
10. Meter cards or fax forms will be provided to the Customer for monthly or quarterly billings. If forms are not received by the required date, an estimated meter will be used for billing purposes.
11. Customer agrees to make available a Meter Contact for training purposes in the use of the equipment and agrees to notify RJY of any change in the Meter Contact assignment.
12. Service will not be provided on equipment upon which there has been used unauthorized parts or supplies or that has been modified or used by unauthorized personnel to repair or change said equipment. Master or drums will not be replaced under this agreement when damage is caused by operator abuse or error. An initial master or drum charge may be required on older equipment.
13. This agreement shall be effective on the date of delivery of equipment if new equipment, otherwise on the commencement date listed on the contract and shall continue for a period of 12 months from the date and will automatically renew for consecutive 12 month periods unless written cancellation notice is given by either party 30 days prior to the end of the then current term. In the event of cancellation of this agreement for any reason, unused supplies shall be the property of RJY, although Customer may purchase the supplies at the then prevailing retail rates. Customer agrees to pay the periodic charges and upon failure to do so RJY may (1) terminate the agreement, (2) refuse to service the equipment or furnish supplies, (3) recover damages as a result thereof.
14. At the end of each contract anniversary date, the rate charge can increase without written notice to allow for cost increases.
15. This agreement is not refundable or transferrable to a third party. If the equipment is traded in on new equipment, any unused portion of the contract period charge shall be prorated and credited to the Customer.
16. This agreement may not be assigned by Customer without the written consent of RJY. This instrument contains the entire agreement between the parties and cannot be altered or amended except by an instrument in writing signed by the parties hereto. Any agreement containing variations from the printed terms set forth herein must be accepted and counter-signed by an officer of RJY at its offices in Nashville, Tennessee.
17. Sales or use tax shall be added where applicable.

DocuSigned by:  
  
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9/6/2023