

COUNTY COMMISSIONERS LEVY COUNTY, FLORIDA



GOVERNMENT
SERVING
CITIZENS

John Meeks
District 1

Rock Meeks
District 2

Mike Joyner
District 3

Lilly Rooks
District 4

Danny Stevens
District 5

AGENDA REGULAR MEETING January 5, 2016

Call to Order
Invocation
Pledge to Flag

Public Comments -Issues related to Agenda items
-Complete public comment form and submit to clerk
-State your full name and address
-Discussion must be limited to a maximum of three (3) minutes per person

DEPARTMENT REPORTS

County Coordinator - Fred Moody
Request date and time for a Public Hearing to adopt Amended
Impact Fee Ordinance for Roads.

Levy County Transit - Connie Conley, General Manager
Request Board approval for JPA (Joint Participation Agreement)
5311 Operation Funding Grant.

Public Comments -Complete public comment form and submit to clerk
-State your full name and address
-Discussion must be limited to a maximum of three (3) minutes per person

Recognize Sheriff and all other Elected Officials

P.O. Box 310 Bronson Florida 32621
Telephone (352) 486-5218 Fax (352) 486-5167
e-mail: levybocc@levycounty.org Website: Levycounty.org

COMMISSIONERS' REPORTS

Commissioner J. Meeks
2016 Board Appointments

Commissioner R. Meeks

Commissioner Joyner

Commissioner Rooks

Commissioner Stevens

Approval of Expenditures

Approval of Minutes

Adjourn

Should any agency or person decide to appeal any decision made by the Board with respect to any matter considered at this meeting, such agency or person will need a record of the proceedings, and for such purpose, may need to insure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

Meeting agendas are now available on our website:

<http://levycounty.org>

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Clerk's Office at (352) 486-5266, or the Office of the Board of County Commissioners at (352) 486-5217, at least two (2) days prior to the date of the meeting. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice) or 1-800-955-8771 (TDD).

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:

FRED MOODY, COUNTY COORDINATOR

2. MEETING DATE:

1/5/16

3. REQUESTED MOTION/ACTION:

Request date and time for a Public Hearing to adopt Amended Impact Fee Ordinance for Roads.

4. Agenda Presentation

Time Requested: _____

(Request will be granted if possible)

ALLOTTED TIME NOT

MORE THAN 15 MINUTES

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES ___ NO ___ BUDGET OFFICER APPROVAL ___ DATE

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

ORDINANCE NO. 2015-_____

AN ORDINANCE AMENDING CHAPTER 47 OF THE LEVY COUNTY CODE OF ORDINANCES PERTAINING TO IMPACT FEES; AMENDING SECTIONS 47-2, 47-3, 47-5, 47-46, 47-66, 47-68, 47-69, AND 47-70 CONCERNING IMPACT FEES IN GENERAL, EMERGENCY MEDICAL SYSTEMS IMPACT FEES, AND ROAD IMPACT FEES SPECIFICALLY, INCLUDING A NEW RATE SCHEDULE FOR ROAD IMPACT FEES; ADOPTING NEW PROVISIONS FOR FIRE PROTECTION IMPACT FEES AND DEFINITIONS AND LEGISLATIVE FINDINGS RELATED THERETO; PROVIDING FOR ALTERNATIVE FIRE PROTECTION IMPACT FEE CALCULATIONS; PROVIDING FOR PAYMENT AND USE OF FIRE PROTECTION IMPACT FEES; PROVIDING FOR INDIVIDUAL CALCULATION OF FIRE PROTECTION IMPACT FEES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the Board of County Commissioners ("Board") of Levy County adopted Ordinance No. 05-08, which was subsequently codified as Chapter 47 of the Levy County Code of Ordinances, imposing impact fees within the County; and

WHEREAS, pursuant to Section 47-121 of the Levy County Code of Ordinances, the County has reviewed Chapter 47 and examined the impact fee studies, considering all the components of the impact fee studies underlying and supporting the fees to ensure that the adopted impact fees do not exceed reasonably anticipated costs associated with growth necessitated capital improvements;

WHEREAS, pursuant to that review, the County has determined that the Impact Fees for Parks and Recreational Facilities and the Emergency Medical System do not exceed the reasonably anticipated costs associated with growth necessitated capital improvements and do not need to be amended at this time;

WHEREAS, pursuant to that review, the County recently updated and revised its road impact fee study and rate calculations and performed a new impact fee study for fire protection facilities; and

WHEREAS, the Board has determined that, at this time, it will not impose a Fire Protection Impact Fee, but will adopt the related code provisions; and

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WHEREAS, the Board determines that certain amendments to Chapter 47 of the Levy County Code of Ordinances are required to comply with the updated impact fee studies; and

WHEREAS, the Board further finds and determines that adoption of the amendments provided for herein is necessary and in the best interest of the citizens of Levy County, Florida.

THEREFORE, BE IT NOW ORDAINED by the Board of County Commissioners of Levy County, Florida, that:

ARTICLE 1. INCORPORATION OF RECITALS. The above recitals are hereby incorporated herein by reference.

ARTICLE 2. AMENDMENT OF SECTION 47-2 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "GENERAL DEFINITIONS." The Board hereby amends Section 47-2 of the Levy County Code of Ordinances, by amending the definitions therein as follows. Any definitions contained in such Section 47-2 not amended herein shall remain unchanged:

Sec. 47-2. - General definitions.

When used in this chapter, the following terms shall have the following meanings, unless the context otherwise clearly requires:

* * *

Building permit shall mean an official document or certificate issued by the county, under the authority of ordinance or law, authorizing the construction or siting of any building. "Building permit" shall also include tie-down permits for those structures or buildings, such as a mobile home, that may not require a building permit and development permits for mobile home parks and RV parks.

Capital equipment means equipment with a life expectation of one year or more.

* * *

Impact fee shall mean collectively and individually; as the context may require, the park impact fee, the emergency medical system impact fee, the fire protection impact fee, and the road impact fee.

Impact fee study shall mean collectively the park impact fee study as defined in section 47-26 hereof, the emergency medical system impact fee study as defined in section 47-46 hereof, and the road impact fee study as defined in section 47-66 hereof, and the fire protection impact fee study as defined in section 47-76 hereof.

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* * *

(~~stricken~~ words indicate deletions, underlined words indicate additions)

ARTICLE 3. AMENDMENT OF SECTION 47-3 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "LEGISLATIVE FINDINGS." The Board hereby amends Section 47-3(f) and (g) of the Levy County Code of Ordinances, and adds Section 47-3(h) and (i) to the Levy County Code of Ordinances, as follows:

Sec. 47-3. - Legislative findings.

It is hereby ascertained, determined and declared:

* * *

(f) Based upon the studies prepared by Government Services Group and Nabors, Giblin & Nickerson, P.A. entitled "Levy County Parks and Recreation Facilities Impact Fee Study" dated October 2005 and "Levy County Emergency Medical Services Impact Fee Study" dated July 2005, ~~the study prepared by James C. Nicholas, Ph.D. entitled Technical Memorandum on the Methods of Calculating Roads Impact Fees" dated September 25, 2005,~~ the study prepared by Duncan Associates entitled "Impact Fee Study for Roads and Fire Rescue Facilities" dated May 2014, the board now desires to adopt an amended comprehensive impact fee ordinance, including provisions for the imposition of park impact fees, emergency medical system impact fees, fire protection impact fees, and road impact fees.

(g) The board has determined that the adoption of a comprehensive impact fee ordinance and the implementation of impact fees for parks and recreational facilities, emergency medical system, fire protection facilities, and roads are in the best interests of the citizens of Levy County, Florida.

(h) The data set forth in the impact fee studies which were employed in the calculation of the impact fee rates imposed herein is the most recent and localized data available for the county at the time the studies were developed. Based upon subsequent cost trends, existing levels of service in the county, and the county's current funding abilities, the board determines that the data set forth in studies is still relevant and valid for purposes of the impact fees and results in a conservative rate to ensure that capital facilities impact construction is not paying more than its fair share of the costs of providing the necessary improvements and additions that are necessitated by growth.

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(i) The administrative fees set forth herein constitute the county's actual costs for collection of the impact fees including the actual costs related to the administration and the collection process.

(~~stricken~~ words indicate deletions, underlined words indicate additions)

ARTICLE 4. AMENDMENT OF SECTION 47-5 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "MUNICIPAL PARTICIPATION." The Board hereby amends Section 47-5 of the Levy County Code of Ordinances, as follows:

Sec. 47-5. - ~~Municipal participation~~Applicability.

The provisions of this chapter shall apply to capital facilities impact construction within the county as provided more fully herein for each impact fee. ~~Provided, however, the provisions of this chapter shall not be enforced within a municipality unless the county and the municipality enter into an interlocal agreement setting forth the terms and conditions under which the provisions of this chapter shall be implemented within the municipality.~~

(~~stricken~~ words indicate deletions, underlined words indicate additions)

ARTICLE 5. AMENDMENT OF SECTION 47-46 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "DEFINITIONS APPLICABLE TO EMERGENCY MEDICAL SYSTEM IMPACT FEES." The Board hereby amends Section 47-46 of the Levy County Code of Ordinances, by adding definitions to such Section 47-46 as follows. Any definitions contained in such Section 47-46 not amended herein shall remain unchanged:

Sec. 47-46. - Definitions applicable to emergency medical system impact fees.

In addition to the general definitions contained in section 47-2 of this chapter, the following terms shall have the following meaning in the application of the emergency medical system impact fee.

* * *

Commercial shall mean an establishment engaged in the selling or rental of goods, executive, management, administrative, or professional services, lodging or entertainment to the general public, and which may include ancillary services for office workers, such as a restaurant, coffee shop, newspaper or candy stand, or child care facilities.

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Commercial shall also include an establishment primarily engaged in the display, storage and sale of goods to other firms for resale, activities involving significant movement and storage of products or equipment. Typical uses include, but are not limited to, wholesale distributors, storage warehouses, moving and storage firms, trucking and shipping operations, and major mail processing centers, real estate, banking, insurance, property management, investment, employment, travel, advertising, secretarial, data processing, telephone answering, telephone marketing, music, radio and television recording and broadcasting studios; professional or consulting services in the fields of law, architecture, design, engineering, accounting and similar professions; interior decorating consulting services; medical and dental offices and clinics, including veterinarian clinics and kennels; and business offices of private companies, utility companies, trade associations, unions and nonprofit organizations, shopping centers, discount stores, supermarkets, home improvement stores, building, material and lumber stores, garden centers, gasoline service stations, car dealerships, convenience markets, furniture stores, pharmacies, restaurants, bars, nightclubs, automobile sales and service, retail banking facilities, including banks, savings and loans and credit unions, movie theaters, amusement arcades, bowling alleys, golf courses open to the public, marinas, movie theaters, barber shops, laundromats, funeral homes, private vocational or technical schools, dance studios, health clubs, racquet clubs, banquet halls and conference facilities, hotels, motels and boarding houses.

* * *

Institutional shall mean a governmental, quasi-public or institutional use, or a non-profit recreational use, not located in a shopping center. Typical uses include, but are not limited to, elementary, secondary or higher educational establishments, day care centers, hospitals, mental institutions, nursing homes, assisted living facilities, fire stations, city halls, courthouses, post offices, jails, libraries, museums, places of religious worship, military bases, airports, bus stations, fraternal lodges, and recreational buildings.

* * *

(~~stricken~~ words indicate deletions, underlined words indicate additions)

ARTICLE 6. AMENDMENT OF SECTION 47-49 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "IMPOSITION OF EMERGENCY MEDICAL SYSTEM IMPACT FEES." The Board hereby amends Section 47-49(a) of the Levy County Code of Ordinances, to clarify that Emergency Medical System Impact Fees are imposed countywide, as follows:

Sec. 47-49. - Imposition of emergency medical system impact fees.

(a) All emergency medical system impact construction occurring within all unincorporated and incorporated areas of the county shall pay the emergency medical

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system impact fee, as established in this article, at the time of issuance of a building permit for such emergency medical system impact construction.

* * *

(~~stricken~~ words indicate deletions, underlined words indicate additions)

ARTICLE 7. AMENDMENT OF SECTION 47-66 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "DEFINITIONS APPLICABLE TO ROAD IMPACT FEES." The Board hereby amends Section 47-66 of the Levy County Code of Ordinances, by adding and amending the definitions therein as follows. Any definitions contained in such Section 47-66 not amended herein shall remain unchanged:

Sec. 47-66. - Definitions applicable to road impact fees.

In addition to the general definitions contained in section 47-2 of this chapter, the following terms shall have the following meaning in the application of the road impact fee.

* * *

County road system shall mean the road system of the county as defined in F.S. § 334.03(8), or its statutory successor in function, including arterial and collector roads, local roads within the unincorporated area, and all arterial roads, but shall be limited to the "C" roads as identified in the road impact fee study and shall not include any roads within the city street system or the state highway system.

~~*External trip* shall mean any trip which either has its origins from or its destination to the road impact construction and which impacts the county road system.~~

~~*Local road* shall mean a route providing service which is of relatively low average traffic volume and short average trip length, as more particularly described in F.S. § 334.03(15), or its statutory successor in function.~~

Mini-warehouse shall mean an enclosed storage facility containing independent, fully enclosed bays that are leased to persons for storage of their household goods or personal property.

* * *

Mobile home park shall mean a lot or parcel of land use designed or used for the rental of spaces for mobile homes or recreational vehicles.

New net ~~trip~~ vehicle-miles of travel shall mean the new vehicle-miles of travel generated by the proposed development during an average weekday, which includes consideration

Commercial Retail Rate Unchanged

of trip generation, new trips and average trip lengths, compared to the vehicle-miles of travel generated by the previous use of the site average daily external trips, as adjusted by the road impact fee study.

* * *

Office shall mean a building not located in a shopping center and exclusively containing establishments providing executive, management, administrative, or professional services, and which may include ancillary services for office workers, such as a restaurant, coffee shop, newspaper or candy stand, or child care facilities. Typical uses include, but are not limited to, real estate, banking, insurance, property management, investment, employment, travel, advertising, secretarial, data processing, telephone answering, telephone marketing, music, radio and television recording and broadcasting studios; professional or consulting services in the fields of law, architecture, design, engineering, accounting and similar professions; interior decorating consulting services; medical and dental offices and clinics, including veterinarian clinics and kennels; and business offices of private companies, utility companies, trade associations, unions and nonprofit organizations.

Public/institutional shall mean a governmental, quasi-public or institutional use, or a non-profit recreational use, not located in a shopping center. Typical uses include, but are not limited to, elementary, secondary or higher educational establishments, day care centers, hospitals, mental institutions, nursing homes, assisted living facilities, fire stations, city halls, courthouses, post offices, jails, libraries, museums, places of religious worship, military bases, airports, bus stations, fraternal lodges, and recreational buildings.

Recreational vehicle park shall mean a lot or parcel of land use designed or used for the rental of spaces for recreational vehicles or mobile homes.

Retail/commercial shall mean an establishment engaged in the selling or rental of goods, services, lodging or entertainment to the general public. Typical uses include, but are not limited to, shopping centers, discount stores, supermarkets, home improvement stores, building, material and lumber stores, garden centers, gasoline service stations, car dealerships, convenience markets, furniture stores, pharmacies, restaurants, bars, nightclubs, automobile sales and service, retail banking facilities, including banks, savings and loans and credit unions, movie theaters, amusement arcades, bowling alleys, golf courses open to the public, marinas, movie theaters, barber shops, laundromats, funeral homes, private vocational or technical schools, dance studios, health clubs, racquet clubs, banquet halls and conference facilities, hotels, motels and boarding houses.

* * *

Road impact construction shall mean land construction designed or intended to permit a use of the land which will contain more dwelling units, buildings or square footage than

Commercial Retail Rate Unchanged

the existing use of land, or to otherwise change the use of the land in a manner that increases the generation of vehicular traffic or the number of ~~external trips~~ net new vehicle-miles of travel.

Road impact construction land use category shall mean those categories of land use incorporated in the road impact fee rate schedule adopted in section 47-69 ~~and set forth in appendix D*~~ ~~attached to Ordinance Number 2005-08~~.

Road impact fee rate shall mean a road impact fee imposed for a particular road impact construction under the applicable road impact fee land use category established in the ~~schedules listed in appendix D*~~ ~~which are attached to Ordinance Number 2005-08 for road impact fees~~ section 47-69 hereof.

* * *

State highway system shall mean the road system of the State of Florida that lies within the county, as defined in F.S. § 334.03(25), or its statutory successor in function.

* * *

~~*Trip generation or trip generator rate*~~ shall mean the maximum average daily trip generation rates for the applicable trip generation land use category, as adjusted by the road impact fee study. In the event certain land use categories are not addressed in Trip Generation, 7th edition, then Trip Generation, 6th edition was used.

~~*Trip generation land use category*~~ shall mean the trip generation land use categories established in Trip Generation, 7th edition, 2004 published by the Institute of Transportation Engineers.

Warehouse shall mean an establishment primarily engaged in the display, storage and sale of goods to other firms for resale, activities involving significant movement and storage of products or equipment. Typical uses include, but are not limited to, wholesale distributors, storage warehouses, moving and storage firms, trucking and shipping operations, and major mail processing centers.

(~~stricken~~ words indicate deletions, underlined words indicate additions)

ARTICLE 8. AMENDMENT OF SECTION 47-67 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "LEGISLATIVE FINDINGS APPLICABLE TO ROAD IMPACT FEES." The Board hereby amends Section 47-67(a) of the Levy County Code of Ordinances, as follows:

Sec. 47-67. - Legislative findings applicable to road impact fees.

Commercial Retail Rate Unchanged

The Board of County Commissioners of Levy County, Florida, hereby finds, determines and declares that:

- (a) The county road system benefits all residents of the county and, therefore, the road impact fee shall be imposed in all unincorporated and incorporated areas of the county.

* * *

(~~stricken~~ words indicate deletions, underlined words indicate additions)

ARTICLE 9. AMENDMENT OF SECTION 47-68 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "ADOPTION OF ROAD IMPACT FEE STUDY." The Board hereby amends Section 47-68 of the Levy County Code of Ordinances, as follows:

Sec. 47-68. - Adoption of road impact fee study.

The county hereby adopts and incorporates by reference, the study entitled "Levy County Impact Fee Study for Roads and Fire Rescue Facilities," dated May 2014, prepared by Duncan Associates, including the assumptions, conclusions and findings in such study as to the determination of anticipated costs of the additions to the county road system required to accommodate growth. The study is attached hereto as Appendix A.

~~"Technical Memorandum on the Methods of Calculating Roads Impact Fees," dated September 25, 2005, prepared by James C. Nicholas, Ph.D., including the assumptions, conclusions and findings in such study as to the determination of anticipated costs of capital improvements and additions to the county road system required to accommodate traffic generated by growth. The road impact fee study is attached to Ordinance Number 2005-08 as appendix C*.~~

(~~stricken~~ words indicate deletions, underlined words indicate additions)

ARTICLE 10. AMENDMENT OF SECTION 47-69 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "IMPOSITION OF ROAD IMPACT FEE." The Board hereby deletes the existing Section 47-69(a) and replaces it with the following Section 47-69(a) of the Levy County Code of Ordinances, to read in its entirety as follows:

Sec. 47-69. - Imposition of road impact fee.

- (a) The board hereby adopts the following schedule of road impact fees, which are imposed upon all road impact construction occurring within all unincorporated and incorporated areas of the county at a rate established under the applicable road impact fee land use category.

Commercial Retail Rate Unchanged

LAND USE TYPE (UNIT)	IMPACT FEE
RESIDENTIAL:	
Single family detached dwelling unit	\$1,410
Multi-family dwelling unit	870
Mobile home park space/RV Park space	457
NON-RESIDENTIAL:	
Retail/Commercial per 1,000 ft ²	\$1,710
Office per 1,000 ft ²	1,481
Industrial/Manufacturing per 1,000 ft ²	640
Warehouse per 1,000 ft ² :	596
Mini-Warehouse per 1,000 ft ²	419
Institutional per 1,000 ft ²	900

* * *

ARTICLE 11. AMENDMENT OF SECTION 47-70 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED “ALTERNATIVE ROAD IMPACT FEE CALCULATION.” The Board hereby amends Section 47-70 of the Levy County Code of Ordinances, as follows:

Sec. 47-70. Alternative road impact fee calculation.

(a) In the event an applicant believes that the impact to the county road system necessitated by its road impact construction is less than the new net trips vehicle-miles of travel that are assumed under the applicable road impact fee land use category specified in section 47-69 appendix D*, such applicant may, prior to issuance of a building permit for such road impact construction file an alternative road impact fee study with the county coordinator. The county coordinator shall review the alternative calculations of the new net trips vehicle-miles of travel and make a determination within 60 days of submittal as to whether such calculation complies with the requirements of this section.

(b) For purposes of any alternative road impact fee calculation, the road impact construction shall be presumed to have the maximum impact on the county major road system for the trip-generation land use category contemplated under the road impact fee rate.

(c) The alternative road impact fee calculation of new net trips vehicle-miles of travel shall be based on data, information or assumptions contained in this article and the road impact fee study or an independent source, provided that:

(1) The independent source is a generally accepted standard source of transportation engineering or planning information, or

Commercial Retail Rate Unchanged

(2) The independent source is a local study supported by a database adequate for the conclusions contained in such study performed by a professional engineer pursuant to a generally accepted methodology of transportation planning or engineering.

(3) If a previously approved road impact construction project submitted, during its approval process, a traffic impact study substantially consistent with the criteria required by this section, and if such study is determined by the county coordinator to be current, the traffic impacts of such previously approved road impact construction shall be presumed to be as described in the prior study. In such circumstances, an alternative road impact fee shall be established reflecting the traffic impact described in the prior study. There shall be a rebuttable presumption that a traffic impact study conducted more than two years earlier is invalid.

~~(4) It is acknowledged that the Road Impact Fee Rates are based upon the applicable trip generator rates for the trip generation land use categories corresponding to the impact fee land use categories set forth in section 4.04. In recognition of such acknowledgment, the trip generator rates for the trip generation land use categories shall be considered an independent source for the purpose of an alternative road impact fee calculation without the necessity of a study as required by subsections (e)(1) and (2) of this section.~~

(d) If the county coordinator determines that the data, information and assumptions utilized by the applicant comply with the requirements of this section and that the calculation of the alternative road impact fee was by a generally accepted methodology, then the alternative road impact fee shall be paid in lieu of the fee adopted in section 47-69.

(e) If the county coordinator determines that the data, information and assumptions utilized by the applicant to compute an alternative new net trips vehicle-miles of travel number do not comply with the requirements of this section, then the county coordinator shall provide to the applicant by certified mail, return receipt requested, written notification of the rejection of the alternative road impact fee and the reasons therefor.

(~~stricken~~ words indicate deletions, underlined words indicate additions)

ARTICLE 12. AMENDMENT OF SECTION 47-73 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "INDIVIDUAL CALCULATION OF ROAD IMPACT FEES." The Board hereby amends Section 47-73 of the Levy County Code of Ordinances, as follows:

Sec. 47-73. Individual calculation of road impact fees.

(a) In the event a road impact construction involves a land use not contemplated under the road impact fee land use categories set forth in section 47-69, the county

Commercial Retail Rate Unchanged

coordinator shall determine the number of new net ~~trips~~ vehicle-miles of travel to be generated by the proposed road impact construction and shall calculate the appropriate road impact fee, utilizing the methodology contained in the road impact fee study adopted by section 47-68. The county coordinator shall utilize as a standard in this determination the ~~trips~~ vehicle-miles of travel generation rates in the most similar ~~trip-generation~~ land use category or any other generally accepted standard source of transportation engineering or planning.

(b) In the event a road impact construction involves a mixed use road impact construction, the county coordinator shall calculate the road impact fee based upon the number of new net ~~trips~~ vehicle-miles of travel to be generated by each separate road impact fee land use category included in the proposed mixed use road impact construction.

(~~stricken~~ words indicate deletions, underlined words indicate additions)

ARTICLE 13. ADOPTION OF ARTICLE V OF CHAPTER 47 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "FIRE PROTECTION IMPACT FEES." The Board hereby adopts a new Article V of Chapter 47 of the Levy County Code of Ordinances, to read as follows:

ARTICLE V. FIRE PROTECTION IMPACT FEES

Sec. 47-76. Definitions applicable to Fire Protection Impact Fees.

In addition to the general definitions contained in section 47-2 of this chapter, the following terms shall have the following meaning in the application of the fire protection impact fee.

Alternative fire protection system impact fee shall mean any alternative fee calculated by an applicant and approved by the county coordinator pursuant to section 47-80 hereof.

Alternative fire protection impact fee study shall mean a study prepared by an applicant and submitted to the impact fee coordinator pursuant to section 47-80 hereof.

Fire Protection impact construction shall mean land development assigned or intended to permit a use of the land which will contain more dwelling units, buildings or floor space than the existing use of the land, or to otherwise change the use of the land in a manner that increases the impact upon the county's fire protection system.

Fire protection impact fee shall mean the fire protection impact fee imposed by the county pursuant to section 47-79 hereof.

Commercial Retail Rate Unchanged

Fire protection impact fee land use category shall mean those categories of land use incorporated in the fire protection impact fee rate schedule in section 47-79 hereof.

Fire protection impact fee study shall mean the study adopted by the county pursuant to section 47-78, as amended and supplemented pursuant to section 47-121.

Fire Protection System shall mean the buildings, land, apparatus and capital equipment provided by the county that are used primarily for suppression and prevention of fires or other disasters and the handling of incidents involving hazardous materials.

Industrial shall mean an establishment primarily engaged in the fabrication, assembly or processing of goods. Typical uses include manufacturing plants, welding shops, wholesale bakeries, dry cleaning plants, bottling works and research and development centers.

Mobile home park shall mean a lot or parcel of land use designed or used for the rental of spaces for mobile homes or recreational vehicles.

Office shall mean a building not located in a shopping center and exclusively containing establishments providing executive, management, administrative, or professional services, and which may include ancillary services for office workers, such as a restaurant, coffee shop, newspaper or candy stand, or child care facilities. Typical uses include real estate, banking, insurance, property management, investment, employment, travel, advertising, secretarial, data processing, telephone answering, telephone marketing, music, radio and television recording and broadcasting studios; professional or consulting services in the fields of law, architecture, design, engineering, accounting and similar professions; interior decorating consulting services; medical and dental offices and clinics, including veterinarian clinics and kennels; and business offices of private companies, utility companies, trade associations, unions and nonprofit organizations.

Public/institutional shall mean a governmental, quasi-public or institutional use, or a non-profit recreational use, not located in a shopping center. Typical uses include elementary, secondary or higher educational establishments, day care centers, hospitals, mental institutions, nursing homes, assisted living facilities, fire stations, city halls, courthouses, post offices, jails, libraries, museums, places of religious worship, military bases, airports, bus stations, fraternal lodges, and recreational buildings.

Recreational Vehicle Park shall mean a lot or parcel of land use designed or used for the rental of spaces for recreational vehicles or mobile homes.

Retail/commercial shall mean an establishment engaged in the selling or rental of goods, services, lodging or entertainment to the general public. Such uses include, but are not limited to, shopping centers, discount stores, supermarkets, home improvement stores, building, material and lumber stores, garden centers, gasoline service stations, car dealerships, convenience markets, furniture stores, pharmacies, restaurants, bars,

Commercial Retail Rate Unchanged

nightclubs, automobile sales and service, retail banking facilities, including banks, savings and loans and credit unions, movie theaters, amusement arcades, bowling alleys, golf courses open to the public, marinas, movie theaters, barber shops, laundromats, funeral homes, private vocational or technical schools, dance studios, health clubs, racquet clubs, banquet halls and conference facilities, hotels, motels and boarding houses.

Warehouse shall mean an establishment primarily engaged in the display, storage and sale of goods to other firms for resale, activities involving significant movement and storage of products or equipment, and self-storage facilities. Typical uses include wholesale distributors, storage warehouses, moving and storage firms, trucking and shipping operations, major mail processing centers and mini-warehouses.

Sec. 47-77. - Legislative findings applicable to fire protection impact fees.

The Board of County Commissioners of Levy County, Florida, hereby finds, determines and declares that:

(a) The county fire protection system benefits all residents of the unincorporated area of county and the incorporated area of the Town of Yankeetown, which is served by the County's fire protection system; therefore, the fire protection impact fee, if any, shall be imposed throughout the unincorporated area of the county and within the boundaries of the Town of Yankeetown for so long as the County is providing fire protection services within the Town of Yankeetown.

(b) Development necessitated by growth contemplated in the comprehensive plan and the fire protection impact fee study will require improvements and additions to the county fire protection system to accommodate the new development generated by such growth and maintain the standards of service provided by the fire protection system; however, at this time, the Board has determined to not impose a Fire Protection Impact Fee on new growth.

Sec. 47-78. - Adoption of fire protection impact fee study.

The county hereby adopts and incorporates by reference, the study entitled "Levy County Impact Fee Study for Roads and Fire Rescue Facilities," dated May 2014, prepared by Duncan Associates, including the assumptions, conclusions and findings in such study as to the determination of anticipated costs of the additions to the county fire protection system required to accommodate growth. The study is attached hereto as Appendix A.

Sec. 47-79. - Imposition of fire protection impact fees.

(a) All fire protection impact construction occurring within the unincorporated area of the county and the Town of Yankeetown shall pay the fire

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protection impact fee, as established in this article, at the time of issuance of a building permit for such fire protection impact construction.

(b) All fire protection impact construction occurring within the county shall pay the following fire protection impact fees:

LAND USE TYPE (UNIT)	IMPACT FEE
RESIDENTIAL:	
Single family detached dwelling unit	\$0
Multi-family dwelling unit	0
Mobile home park space/RV Park space	0
NON-RESIDENTIAL:	
Retail/Commercial per 1,000 ft ²	\$0
Office per 1,000 ft ²	0
Industrial/Manufacturing per 1,000 ft ²	0
Warehouse per 1,000 ft ² :	0
Institutional per 1,000 ft ²	0

Sec. 47-80. - Alternative fire protection impact fee.

(a) In the event an applicant believes that the impact to the fire protection system caused by fire protection impact construction is less than the impact established under the applicable fire protection impact fee land use category specified in section 47-79 such applicant may, prior to issuance of a building permit for such fire protection impact construction, file an alternative fire protection impact fee study with the county coordinator. The county coordinator shall review the alternative calculations and make a determination within 60 days of submittal as to whether such calculations comply with the requirements of this section.

(b) For purposes of any alternative fire protection impact fee calculation, the fire protection impact construction shall be presumed to have the maximum impact on the county fire protection system for the appropriate fire protection impact fee land use category.

(c) The alternative fire protection impact fee calculation shall be based on data, information or assumptions contained in this article and the fire protection impact fee study, or independent sources, provided that:

(1) The independent source is a generally accepted standard source of planning information and cost impact analysis performed pursuant to a generally accepted methodology of planning and cost impact analysis which is consistent with the fire protection impact fee study; or

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(2) The independent source is a local study supported by a database adequate for the conclusions contained in such study performed pursuant to a generally accepted methodology of planning and cost impact analysis which is consistent with the fire protection impact fee study.

(d) If the county coordinator determines that the data, information and assumptions utilized by the applicant comply with the requirements of this section and that the calculation of the alternative fire protection impact fee was by a generally accepted methodology, then the alternative fire protection impact fee shall be paid in lieu of the fees adopted in section 47-79.

(e) If the county coordinator determines that the data, information and assumptions utilized by the applicant to compute an alternative fire protection impact fee do not comply with the requirements of this section, then the county coordinator shall provide to the applicant by certified mail, return receipt requested, written notification of the rejection and the reasons therefor.

Sec. 47-81. - Payment.

(a) Except as otherwise provided in this chapter, prior to the issuance of a building permit for fire protection impact construction, an applicant shall pay the fire protection impact fees set forth in section 47-79 directly to the county.

(b) The payment of the fire protection impact fee shall be in addition to all other fees, charges or assessments due for the issuance of a building permit.

(c) The obligation for payment of the fire protection impact fees shall run with the land.

(d) In the event that a building permit issued for any fire protection impact construction expires prior to completion of the building for which it was issued, the applicant may, within 90 days of the expiration of the building permit, apply for a refund of the fire protection impact fee. Failure to timely apply for a refund of the fire protection impact fee shall waive any right to a refund.

(1) The application for refund shall be filed with the county coordinator and contain the following:

- a. The name and address of the applicant;
- b. The location of the property which was the subject of the building permit;

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- c. The date the fire protection impact fee was paid;
- d. A copy of the receipt of payment for the fire protection impact fee; and
- e. The date the building permit was issued and the date of expiration.

(2) After verifying that the building permit has expired and that the fire protection impact construction has not been completed, the county coordinator shall refund the fire protection impact fee paid for such fire protection impact construction. The county shall retain one percent of the fire protection impact fee to offset the costs of administering the refund.

(3) A building permit which is subsequently issued for fire protection impact construction on the same property which was the subject of a refund shall pay the fire protection impact fee as required herein.

Sec. 47-82. - Use of monies.

(a) The board hereby creates the "fire protection impact fee trust account" which shall be maintained separate and apart from all other county accounts.

(b) Fire protection impact fees shall be deposited into the fire protection impact fee trust account immediately upon receipt.

(c) Funds on deposit in the fire protection impact fee trust account, as established in paragraph (a) above, shall be used solely for the purpose of providing growth-necessitated capital improvements to the fire protection including, but not limited to:

(1) Land acquisition, including any cost of acquisition or condemnation;

(2) Fees for professional services, including but not limited to architecture, engineering, surveying, landscaping, soils and material testing, legal, appraisals, and construction management;

(3) Design and construction plan preparation;

(4) Site development and on-site and off-site improvements incidental to the construction thereto;

(5) Any permitting or application fees necessary for the construction;

(6) Design and construction of new fire protection facilities;

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(7) Design and construction of new drainage facilities required by the construction of fire protection facilities or improvements thereto;

(8) Relocating utilities required by the construction of fire protection facilities or improvements or additions thereto;

(9) Landscaping;

(10) Construction management and inspection;

(11) Surveying, soils, and materials testing;

(12) Acquisition of capital equipment for the fire protection;

(13) Repayment of monies borrowed from any budgetary fund of the county which were used to fund growth necessitated capital improvements to the fire protection as provided herein;

(14) Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the county to fund growth-necessitated improvements and additions to the fire protection subsequent to the effective date of this chapter; and

(15) Costs related to the administration, collection, and implementation of the fire protection impact fees.

(e) The monies deposited into the fire protection impact fee trust account shall be used solely to provide capital improvements to the fire protection system as necessitated by growth as projected in the fire protection impact fee study and shall not be used for any expenditure that would be classified as a maintenance or repair expense.

(f) Any fire protection impact fee funds on deposit which are not immediately necessary for expenditure shall be invested by the county. All income derived from such investments shall be deposited in the fire protection impact fee trust account and used as provided herein.

(g) The county may retain up to one percent of all fire protection impact fees received as an administrative fee to defray the costs of administering the fire protection impact fees.

(h) The fire protection impact fees collected pursuant to this chapter shall be returned to the then current owner of the property on behalf of which such fee was paid, if such fees have not been expended or encumbered prior to the end of the fiscal year immediately following the eighth anniversary of the date upon which such fees were paid. Refunds shall be made only in accordance with the following procedure:

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(1) The then present owner shall petition the county for the refund within six months following the end of the calendar quarter immediately following eight years from the date on which the fee was received.

(2) The petition for refund shall be submitted to the county coordinator and shall contain:

- a. A notarized sworn statement that the petitioner is the present owner of the property on behalf of which the fire protection impact fee was paid;
- b. A copy of the dated receipt issued for payment of the fire protection impact fee or such other record as would evidence payment; and
- c. A certified copy of the latest recorded deed or a copy of the most recent ad valorem tax bill.

(3) Within 60 days from the date of receipt of a petition for refund, the county coordinator will advise the petitioner and the board of the status of the fire protection impact fee requested for refund, and if such fire protection impact fee has not been expended or encumbered within the applicable time period, then it shall be returned to the petitioner. For the purposes of this section, fees collected shall be deemed to be spent or Encumbered on the basis of the first fee in shall be the first fee out.

Sec. 47-83. - Individual calculation of fire protection impact fees.

(a) In the event fire protection impact construction involves a land use not contemplated under the fire protection impact fee land use categories set forth in section 47-79 herein, the county coordinator shall determine the impact to be generated by the proposed fire protection impact construction and shall calculate the appropriate fire protection impact fees utilizing the methodology contained in the fire protection impact fee study. The county coordinator shall utilize as a standard in this determination the impact assumed in the most similar fire protection impact fee land use category or any other generally accepted standard source of planning and cost impact analysis.

(b) In the event any fire protection impact construction involves more than one fire protection impact fee land use category, the county coordinator shall calculate the fire protection impact fees based upon the impact to be generated by each separate fire protection impact fee land use category included in the proposed fire protection impact construction.

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(b) Violations include, but are not limited to, failing, neglecting, or refusing to pay an Impact Fee as required by this section and/or furnishing untrue, incomplete, false, or misleading information on any document, or to any County employee, concerning the calculation, exemption, or payment of an Impact Fee or concerning the entitlement to, or calculation of, an Impact Fee credit.

(c) The owner, tenant, or occupant of any land or part thereof for which an Impact Fee is owed and any architect, builder, contractor, agent, or other person who participates in, assists, directs, creates, or maintains any situation that is contrary to the requirements of this section, or who fails, neglects, or refuses to pay an Impact Fee, or who furnishes any untrue, incomplete, false, or misleading information concerning the calculation, exemption, or payment of an Impact Fee or concerning the entitlement to, or calculation of, an Impact Fee credit, may be held responsible for the violation and be subject to the penalties and remedies provided for in this Code and/or the Levy County Code of Ordinances.

(d) Failure to pay an Impact Fee required by this section is a violation that is continuous with respect to time, and each day the violation continues, or the Impact Fee remains unpaid, is hereby declared to be a separate offense.

ARTICLE 17. CODIFICATION IN THE CODE OF ORDINANCES.

It is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Levy County Code of Ordinances, and that the sections of this Ordinance may be renumbered to accomplish such intent.

ARTICLE 18. SEVERABILITY. Should any section or provision of this Ordinance or any portion thereof, or any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

ARTICLE 19. EFFECTIVE DATE.

(a) A certified copy of this Ordinance shall be effective 10 days after its enactment by the Board and filing with the Department of State.

(b) This Ordinance and the new and amended obligations shall apply to all Capital Facilities Impact Construction that submits a complete application for a Building Permit on or after _____; provided the notice period set forth in Article 13 hereof has expired by this date. If the notice period set forth in Article 13 hereof has not expired by _____, then the Effective Date of this Ordinance shall be automatically delayed until the expiration of said notice period.

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PASSED AND DULY ENACTED by the Board of County Commissioners of Levy County, Florida in regular session, this ____ day of _____, 2016.

LEVY COUNTY
BOARD OF COUNTY COMMISSIONERS

John Meeks, Chairman

ATTEST:

Clerk of Court

APPROVED AS TO FORM AND CONTENT:

County Attorney

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APPENDIX A

Levy County Impact Fee Study for Roads and Fire Rescue Facilities

ORDINANCE NO. 2015-_____

AN ORDINANCE AMENDING CHAPTER 47 OF THE LEVY COUNTY CODE OF ORDINANCES PERTAINING TO IMPACT FEES; AMENDING SECTIONS 47-2, 47-3, 47-5, 47-46, 47-66, 47-68, 47-69, AND 47-70 CONCERNING IMPACT FEES IN GENERAL, EMERGENCY MEDICAL SYSTEMS IMPACT FEES, AND ROAD IMPACT FEES SPECIFICALLY, INCLUDING A NEW RATE SCHEDULE FOR ROAD IMPACT FEES; ADOPTING NEW PROVISIONS FOR FIRE PROTECTION IMPACT FEES AND DEFINITIONS AND LEGISLATIVE FINDINGS RELATED THERETO; PROVIDING FOR ALTERNATIVE FIRE PROTECTION IMPACT FEE CALCULATIONS; PROVIDING FOR PAYMENT AND USE OF FIRE PROTECTION IMPACT FEES; PROVIDING FOR INDIVIDUAL CALCULATION OF FIRE PROTECTION IMPACT FEES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the Board of County Commissioners (“Board”) of Levy County adopted Ordinance No. 05-08, which was subsequently codified as Chapter 47 of the Levy County Code of Ordinances, imposing impact fees within the County; and

WHEREAS, pursuant to Section 47-121 of the Levy County Code of Ordinances, the County has reviewed Chapter 47 and examined the impact fee studies, considering all the components of the impact fee studies underlying and supporting the fees to ensure that the adopted impact fees do not exceed reasonably anticipated costs associated with growth necessitated capital improvements;

WHEREAS, pursuant to that review, the County has determined that the Impact Fees for Parks and Recreational Facilities and the Emergency Medical System do not exceed the reasonably anticipated costs associated with growth necessitated capital improvements and do not need to be amended at this time;

WHEREAS, pursuant to that review, the County recently updated and revised its road impact fee study and rate calculations and performed a new impact fee study for fire protection facilities; and

WHEREAS, the Board has determined that, at this time, it will not impose a Fire Protection Impact Fee, but will adopt the related code provisions; and

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WHEREAS, the Board determines that certain amendments to Chapter 47 of the Levy County Code of Ordinances are required to comply with the updated impact fee studies; and

WHEREAS, the Board further finds and determines that adoption of the amendments provided for herein is necessary and in the best interest of the citizens of Levy County, Florida.

THEREFORE, BE IT NOW ORDAINED by the Board of County Commissioners of Levy County, Florida, that:

ARTICLE 1. INCORPORATION OF RECITALS. The above recitals are hereby incorporated herein by reference.

ARTICLE 2. AMENDMENT OF SECTION 47-2 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "GENERAL DEFINITIONS." The Board hereby amends Section 47-2 of the Levy County Code of Ordinances, by amending the definitions therein as follows. Any definitions contained in such Section 47-2 not amended herein shall remain unchanged:

Sec. 47-2. - General definitions.

When used in this chapter, the following terms shall have the following meanings, unless the context otherwise clearly requires:

* * *

Building permit shall mean an official document or certificate issued by the county, under the authority of ordinance or law, authorizing the construction or siting of any building. "Building permit" shall also include tie-down permits for those structures or buildings, such as a mobile home, that may not require a building permit and development permits for mobile home parks and RV parks.

Capital equipment means equipment with a life expectation of one year or more.

* * *

Impact fee shall mean collectively and individually; as the context may require, the park impact fee, the emergency medical system impact fee, the fire protection impact fee, and the road impact fee.

Impact fee study shall mean collectively the park impact fee study as defined in section 47-26 hereof, the emergency medical system impact fee study as defined in section 47-46 hereof, ~~and~~ the road impact fee study as defined in section 47-66 hereof, and the fire protection impact fee study as defined in section 47-76 hereof.

* * *

(~~stricken~~ words indicate deletions, underlined words indicate additions)

ARTICLE 3. AMENDMENT OF SECTION 47-3 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "LEGISLATIVE FINDINGS." The Board hereby amends Section 47-3(f) and (g) of the Levy County Code of Ordinances, and adds Section 47-3(h) and (i) to the Levy County Code of Ordinances, as follows:

Sec. 47-3. - Legislative findings.

It is hereby ascertained, determined and declared:

* * *

(f) Based upon the studies prepared by Government Services Group and Nabors, Giblin & Nickerson, P.A. entitled "Levy County Parks and Recreation Facilities Impact Fee Study" dated October 2005 and "Levy County Emergency Medical Services Impact Fee Study" dated July 2005, ~~the study prepared by James C. Nicholas, Ph.D. entitled Technical Memorandum on the Methods of Calculating Roads Impact Fees" dated September 25, 2005, the study prepared by Duncan Associates~~ entitled "Impact Fee Study for Roads and Fire Rescue Facilities" dated May 2014, the board now desires to adopt an amended comprehensive impact fee ordinance, including provisions for the imposition of park impact fees, emergency medical system impact fees, fire protection impact fees, and road impact fees.

(g) The board has determined that the adoption of a comprehensive impact fee ordinance and the implementation of impact fees for parks and recreational facilities, emergency medical system, fire protection facilities, and roads are in the best interests of the citizens of Levy County, Florida.

(h) The data set forth in the impact fee studies which were employed in the calculation of the impact fee rates imposed herein is the most recent and localized data available for the county at the time the studies were developed. Based upon subsequent cost trends, existing levels of service in the county, and the county's current funding abilities, the board determines that the data set forth in studies is still relevant and valid for purposes of the impact fees and results in a conservative rate to ensure that capital facilities impact construction is not paying more than its fair share of the costs of providing the necessary improvements and additions that are necessitated by growth.

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(i) The administrative fees set forth herein constitute the county's actual costs for collection of the impact fees including the actual costs related to the administration and the collection process.

(~~stricken~~ words indicate deletions, underlined words indicate additions)

ARTICLE 4. AMENDMENT OF SECTION 47-5 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "MUNICIPAL PARTICIPATION." The Board hereby amends Section 47-5 of the Levy County Code of Ordinances, as follows:

Sec. 47-5. - ~~Municipal participation~~ Applicability.

The provisions of this chapter shall apply to capital facilities impact construction within the county as provided more fully herein for each impact fee. ~~Provided, however, the provisions of this chapter shall not be enforced within a municipality unless the county and the municipality enter into an interlocal agreement setting forth the terms and conditions under which the provisions of this chapter shall be implemented within the municipality.~~

(~~stricken~~ words indicate deletions, underlined words indicate additions)

ARTICLE 5. AMENDMENT OF SECTION 47-46 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "DEFINITIONS APPLICABLE TO EMERGENCY MEDICAL SYSTEM IMPACT FEES." The Board hereby amends Section 47-46 of the Levy County Code of Ordinances, by adding definitions to such Section 47-46 as follows. Any definitions contained in such Section 47-46 not amended herein shall remain unchanged:

Sec. 47-46. - Definitions applicable to emergency medical system impact fees.

In addition to the general definitions contained in section 47-2 of this chapter, the following terms shall have the following meaning in the application of the emergency medical system impact fee.

* * *

Commercial shall mean an establishment engaged in the selling or rental of goods, executive, management, administrative, or professional services, lodging or entertainment to the general public, and which may include ancillary services for office workers, such as a restaurant, coffee shop, newspaper or candy stand, or child care facilities.

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Commercial shall also include an establishment primarily engaged in the display, storage and sale of goods to other firms for resale, activities involving significant movement and storage of products or equipment. Typical uses include, but are not limited to, wholesale distributors, storage warehouses, moving and storage firms, trucking and shipping operations, and major mail processing centers, real estate, banking, insurance, property management, investment, employment, travel, advertising, secretarial, data processing, telephone answering, telephone marketing, music, radio and television recording and broadcasting studios; professional or consulting services in the fields of law, architecture, design, engineering, accounting and similar professions; interior decorating consulting services; medical and dental offices and clinics, including veterinarian clinics and kennels; and business offices of private companies, utility companies, trade associations, unions and nonprofit organizations, shopping centers, discount stores, supermarkets, home improvement stores, building, material and lumber stores, garden centers, gasoline service stations, car dealerships, convenience markets, furniture stores, pharmacies, restaurants, bars, nightclubs, automobile sales and service, retail banking facilities, including banks, savings and loans and credit unions, movie theaters, amusement arcades, bowling alleys, golf courses open to the public, marinas, movie theaters, barber shops, laundromats, funeral homes, private vocational or technical schools, dance studios, health clubs, racquet clubs, banquet halls and conference facilities, hotels, motels and boarding houses.

* * *

Institutional shall mean a governmental, quasi-public or institutional use, or a non-profit recreational use, not located in a shopping center. Typical uses include, but are not limited to, elementary, secondary or higher educational establishments, day care centers, hospitals, mental institutions, nursing homes, assisted living facilities, fire stations, city halls, courthouses, post offices, jails, libraries, museums, places of religious worship, military bases, airports, bus stations, fraternal lodges, and recreational buildings.

* * *

(~~stricken~~ words indicate deletions, underlined words indicate additions)

ARTICLE 6. AMENDMENT OF SECTION 47-49 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "IMPOSITION OF EMERGENCY MEDICAL SYSTEM IMPACT FEES." The Board hereby amends Section 47-49(a) of the Levy County Code of Ordinances, to clarify that Emergency Medical System Impact Fees are imposed countywide, as follows:

Sec. 47-49. - Imposition of emergency medical system impact fees.

(a) All emergency medical system impact construction occurring within all unincorporated and incorporated areas of the county shall pay the emergency medical

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system impact fee, as established in this article, at the time of issuance of a building permit for such emergency medical system impact construction.

* * *

(~~stricken~~ words indicate deletions, underlined words indicate additions)

ARTICLE 7. AMENDMENT OF SECTION 47-66 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "DEFINITIONS APPLICABLE TO ROAD IMPACT FEES." The Board hereby amends Section 47-66 of the Levy County Code of Ordinances, by adding and amending the definitions therein as follows. Any definitions contained in such Section 47-66 not amended herein shall remain unchanged:

Sec. 47-66. - Definitions applicable to road impact fees.

In addition to the general definitions contained in section 47-2 of this chapter, the following terms shall have the following meaning in the application of the road impact fee.

* * *

County road system shall mean the road system of the county as defined in F.S. § 334.03(8), or its statutory successor in function, including arterial and collector roads, local roads within the unincorporated area, and all arterial roads, but shall be limited to the "C" roads as identified in the road impact fee study and shall not include any roads within the city street system or the state highway system.

External trip shall ~~mean any trip which either has its origins from or its destination to the road impact construction and which impacts the county road system.~~

Local road shall ~~mean a route providing service which is of relatively low average traffic volume and short average trip length, as more particularly described in F.S. § 334.03(15), or its statutory successor in function.~~

Mini-warehouse shall mean an enclosed storage facility containing independent, fully enclosed bays that are leased to persons for storage of their household goods or personal property.

* * *

Mobile home park shall mean a lot or parcel of land use designed or used for the rental of spaces for mobile homes or recreational vehicles.

New net ~~trip~~ vehicle-miles of travel shall mean the new vehicle-miles of travel generated by the proposed development during an average weekday, which includes consideration

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of trip generation, new trips and average trip lengths, compared to the vehicle-miles of travel generated by the previous use of the site average daily external trips, as adjusted by the road impact fee study.

* * *

Office shall mean a building not located in a shopping center and exclusively containing establishments providing executive, management, administrative, or professional services, and which may include ancillary services for office workers, such as a restaurant, coffee shop, newspaper or candy stand, or child care facilities. Typical uses include, but are not limited to, real estate, banking, insurance, property management, investment, employment, travel, advertising, secretarial, data processing, telephone answering, telephone marketing, music, radio and television recording and broadcasting studios; professional or consulting services in the fields of law, architecture, design, engineering, accounting and similar professions; interior decorating consulting services; medical and dental offices and clinics, including veterinarian clinics and kennels; and business offices of private companies, utility companies, trade associations, unions and nonprofit organizations.

Public/institutional shall mean a governmental, quasi-public or institutional use, or a non-profit recreational use, not located in a shopping center. Typical uses include, but are not limited to, elementary, secondary or higher educational establishments, day care centers, hospitals, mental institutions, nursing homes, assisted living facilities, fire stations, city halls, courthouses, post offices, jails, libraries, museums, places of religious worship, military bases, airports, bus stations, fraternal lodges, and recreational buildings.

Recreational vehicle park shall mean a lot or parcel of land use designed or used for the rental of spaces for recreational vehicles or mobile homes.

Retail/commercial shall mean an establishment engaged in the selling or rental of goods, services, lodging or entertainment to the general public. Typical uses include, but are not limited to, shopping centers, discount stores, supermarkets, home improvement stores, building, material and lumber stores, garden centers, gasoline service stations, car dealerships, convenience markets, furniture stores, pharmacies, restaurants, bars, nightclubs, automobile sales and service, retail banking facilities, including banks, savings and loans and credit unions, movie theaters, amusement arcades, bowling alleys, golf courses open to the public, marinas, movie theaters, barber shops, laundromats, funeral homes, private vocational or technical schools, dance studios, health clubs, racquet clubs, banquet halls and conference facilities, hotels, motels and boarding houses.

* * *

Road impact construction shall mean land construction designed or intended to permit a use of the land which will contain more dwelling units, buildings or square footage than

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the existing use of land, or to otherwise change the use of the land in a manner that increases the generation of vehicular traffic or the number of ~~external trips~~ net new vehicle-miles of travel.

Road impact construction land use category shall mean those categories of land use incorporated in the road impact fee rate schedule adopted in section 47-69 ~~and set forth in appendix D*~~ ~~attached to Ordinance Number 2005-08~~.

Road impact fee rate shall mean a road impact fee imposed for a particular road impact construction under the applicable road impact fee land use category established in the ~~schedules listed in appendix D*~~ ~~which are attached to Ordinance Number 2005-08 for road impact fees~~ section 47-69 hereof.

* * *

State highway system shall mean the road system of the State of Florida that lies within the county, as defined in F.S. § 334.03(25), or its statutory successor in function.

* * *

~~*Trip generation or trip generator rate*~~ shall mean the maximum average daily trip generation rates for the applicable trip generation land use category, as adjusted by the road impact fee study. In the event certain land use categories are not addressed in Trip Generation, 7th edition, then Trip Generation, 6th edition was used.

~~*Trip generation land use category*~~ shall mean the trip generation land use categories established in Trip Generation, 7th edition, 2004 published by the Institute of Transportation Engineers.

Warehouse shall mean an establishment primarily engaged in the display, storage and sale of goods to other firms for resale, activities involving significant movement and storage of products or equipment. Typical uses include, but are not limited to, wholesale distributors, storage warehouses, moving and storage firms, trucking and shipping operations, and major mail processing centers.

(~~stricken~~ words indicate deletions, underlined words indicate additions)

ARTICLE 8. AMENDMENT OF SECTION 47-67 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "LEGISLATIVE FINDINGS APPLICABLE TO ROAD IMPACT FEES." The Board hereby amends Section 47-67(a) of the Levy County Code of Ordinances, as follows:

Sec. 47-67. - Legislative findings applicable to road impact fees.

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The Board of County Commissioners of Levy County, Florida, hereby finds, determines and declares that:

- (a) The county road system benefits all residents of the county and, therefore, the road impact fee shall be imposed in all unincorporated and incorporated areas of the county.

* * *

(~~stricken~~ words indicate deletions, underlined words indicate additions)

ARTICLE 9. AMENDMENT OF SECTION 47-68 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "ADOPTION OF ROAD IMPACT FEE STUDY." The Board hereby amends Section 47-68 of the Levy County Code of Ordinances, as follows:

Sec. 47-68. - Adoption of road impact fee study.

The county hereby adopts and incorporates by reference, the study entitled "Levy County Impact Fee Study for Roads and Fire Rescue Facilities," dated May 2014, prepared by Duncan Associates, including the assumptions, conclusions and findings in such study as to the determination of anticipated costs of the additions to the county road system required to accommodate growth. The study is attached hereto as Appendix A.

~~"Technical Memorandum on the Methods of Calculating Roads Impact Fees," dated September 25, 2005, prepared by James C. Nicholas, Ph.D., including the assumptions, conclusions and findings in such study as to the determination of anticipated costs of capital improvements and additions to the county road system required to accommodate traffic generated by growth. The road impact fee study is attached to Ordinance Number 2005-08 as appendix C*.~~

(~~stricken~~ words indicate deletions, underlined words indicate additions)

ARTICLE 10. AMENDMENT OF SECTION 47-69 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "IMPOSITION OF ROAD IMPACT FEE." The Board hereby deletes the existing Section 47-69(a) and replaces it with the following Section 47-69(a) of the Levy County Code of Ordinances, to read in its entirety as follows:

Sec. 47-69. - Imposition of road impact fee.

- (a) The board hereby adopts the following schedule of road impact fees, which are imposed upon all road impact construction occurring within all unincorporated and incorporated areas of the county at a rate established under the applicable road impact fee land use category.

SF Road Rate @ \$1500

LAND USE TYPE (UNIT)	IMPACT FEE
RESIDENTIAL:	
Single family detached dwelling unit	\$1,500
Multi-family dwelling unit	925
Mobile home park space/RV Park space	486
NON-RESIDENTIAL:	
Retail/Commercial per 1,000 ft ²	\$1,818
Office per 1,000 ft ²	1,575
Industrial/Manufacturing per 1,000 ft ²	680
Warehouse per 1,000 ft ² :	634
Mini-Warehouse per 1,000 ft ²	445
Institutional per 1,000 ft ²	957

* * *

ARTICLE 11. AMENDMENT OF SECTION 47-70 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "ALTERNATIVE ROAD IMPACT FEE CALCULATION." The Board hereby amends Section 47-70 of the Levy County Code of Ordinances, as follows:

Sec. 47-70. Alternative road impact fee calculation.

(a) In the event an applicant believes that the impact to the county road system necessitated by its road impact construction is less than the new net trips vehicle-miles of travel that are assumed under the applicable road impact fee land use category specified in section 47-69 appendix D*, such applicant may, prior to issuance of a building permit for such road impact construction file an alternative road impact fee study with the county coordinator. The county coordinator shall review the alternative calculations of the new net trips vehicle-miles of travel and make a determination within 60 days of submittal as to whether such calculation complies with the requirements of this section.

(b) For purposes of any alternative road impact fee calculation, the road impact construction shall be presumed to have the maximum impact on the county major road system for the trip generation land use category contemplated under the road impact fee rate.

(c) The alternative road impact fee calculation of new net trips vehicle-miles of travel shall be based on data, information or assumptions contained in this article and the road impact fee study or an independent source, provided that:

(1) The independent source is a generally accepted standard source of transportation engineering or planning information, or

SF Road Rate @ \$1500

(2) The independent source is a local study supported by a database adequate for the conclusions contained in such study performed by a professional engineer pursuant to a generally accepted methodology of transportation planning or engineering.

(3) If a previously approved road impact construction project submitted, during its approval process, a traffic impact study substantially consistent with the criteria required by this section, and if such study is determined by the county coordinator to be current, the traffic impacts of such previously approved road impact construction shall be presumed to be as described in the prior study. In such circumstances, an alternative road impact fee shall be established reflecting the traffic impact described in the prior study. There shall be a rebuttable presumption that a traffic impact study conducted more than two years earlier is invalid.

~~(4) It is acknowledged that the Road Impact Fee Rates are based upon the applicable trip generator rates for the trip generation land use categories corresponding to the impact fee land use categories set forth in section 4.04. In recognition of such acknowledgment, the trip generator rates for the trip generation land use categories shall be considered an independent source for the purpose of an alternative road impact fee calculation without the necessity of a study as required by subsections (e)(1) and (2) of this section.~~

(d) If the county coordinator determines that the data, information and assumptions utilized by the applicant comply with the requirements of this section and that the calculation of the alternative road impact fee was by a generally accepted methodology, then the alternative road impact fee shall be paid in lieu of the fee adopted in section 47-69.

(e) If the county coordinator determines that the data, information and assumptions utilized by the applicant to compute an alternative new net trips vehicle-miles of travel number do not comply with the requirements of this section, then the county coordinator shall provide to the applicant by certified mail, return receipt requested, written notification of the rejection of the alternative road impact fee and the reasons therefor.

(~~stricken~~ words indicate deletions, underlined words indicate additions)

ARTICLE 12. AMENDMENT OF SECTION 47-73 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "INDIVIDUAL CALCULATION OF ROAD IMPACT FEES." The Board hereby amends Section 47-73 of the Levy County Code of Ordinances, as follows:

Sec. 47-73. Individual calculation of road impact fees.

(a) In the event a road impact construction involves a land use not contemplated under the road impact fee land use categories set forth in section 47-69, the county

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coordinator shall determine the number of new net ~~trips~~ vehicle-miles of travel to be generated by the proposed road impact construction and shall calculate the appropriate road impact fee, utilizing the methodology contained in the road impact fee study adopted by section 47-68. The county coordinator shall utilize as a standard in this determination the ~~trips~~ vehicle-miles of travel generation rates in the most similar ~~trip-generation~~ land use category or any other generally accepted standard source of transportation engineering or planning.

(b) In the event a road impact construction involves a mixed use road impact construction, the county coordinator shall calculate the road impact fee based upon the number of new net ~~trips~~ vehicle-miles of travel to be generated by each separate road impact fee land use category included in the proposed mixed use road impact construction.

(~~stricken~~ words indicate deletions, underlined words indicate additions)

ARTICLE 13. ADOPTION OF ARTICLE V OF CHAPTER 47 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "FIRE PROTECTION IMPACT FEES." The Board hereby adopts a new Article V of Chapter 47 of the Levy County Code of Ordinances, to read as follows:

ARTICLE V. FIRE PROTECTION IMPACT FEES

Sec. 47-76. Definitions applicable to Fire Protection Impact Fees.

In addition to the general definitions contained in section 47-2 of this chapter, the following terms shall have the following meaning in the application of the fire protection impact fee.

Alternative fire protection system impact fee shall mean any alternative fee calculated by an applicant and approved by the county coordinator pursuant to section 47-80 hereof.

Alternative fire protection impact fee study shall mean a study prepared by an applicant and submitted to the impact fee coordinator pursuant to section 47-80 hereof.

Fire Protection impact construction shall mean land development assigned or intended to permit a use of the land which will contain more dwelling units, buildings or floor space than the existing use of the land, or to otherwise change the use of the land in a manner that increases the impact upon the county's fire protection system.

Fire protection impact fee shall mean the fire protection impact fee imposed by the county pursuant to section 47-79 hereof.

SF Road Rate @ \$1500

Fire protection impact fee land use category shall mean those categories of land use incorporated in the fire protection impact fee rate schedule in section 47-79 hereof.

Fire protection impact fee study shall mean the study adopted by the county pursuant to section 47-78, as amended and supplemented pursuant to section 47-121.

Fire Protection System shall mean the buildings, land, apparatus and capital equipment provided by the county that are used primarily for suppression and prevention of fires or other disasters and the handling of incidents involving hazardous materials.

Industrial shall mean an establishment primarily engaged in the fabrication, assembly or processing of goods. Typical uses include manufacturing plants, welding shops, wholesale bakeries, dry cleaning plants, bottling works and research and development centers.

Mobile home park shall mean a lot or parcel of land use designed or used for the rental of spaces for mobile homes or recreational vehicles.

Office shall mean a building not located in a shopping center and exclusively containing establishments providing executive, management, administrative, or professional services, and which may include ancillary services for office workers, such as a restaurant, coffee shop, newspaper or candy stand, or child care facilities. Typical uses include real estate, banking, insurance, property management, investment, employment, travel, advertising, secretarial, data processing, telephone answering, telephone marketing, music, radio and television recording and broadcasting studios; professional or consulting services in the fields of law, architecture, design, engineering, accounting and similar professions; interior decorating consulting services; medical and dental offices and clinics, including veterinarian clinics and kennels; and business offices of private companies, utility companies, trade associations, unions and nonprofit organizations.

Public/institutional shall mean a governmental, quasi-public or institutional use, or a non-profit recreational use, not located in a shopping center. Typical uses include elementary, secondary or higher educational establishments, day care centers, hospitals, mental institutions, nursing homes, assisted living facilities, fire stations, city halls, courthouses, post offices, jails, libraries, museums, places of religious worship, military bases, airports, bus stations, fraternal lodges, and recreational buildings.

Recreational Vehicle Park shall mean a lot or parcel of land use designed or used for the rental of spaces for recreational vehicles or mobile homes.

Retail/commercial shall mean an establishment engaged in the selling or rental of goods, services, lodging or entertainment to the general public. Such uses include, but are not limited to, shopping centers, discount stores, supermarkets, home improvement stores, building, material and lumber stores, garden centers, gasoline service stations, car dealerships, convenience markets, furniture stores, pharmacies, restaurants, bars,

SF Road Rate @ \$1500

nightclubs, automobile sales and service, retail banking facilities, including banks, savings and loans and credit unions, movie theaters, amusement arcades, bowling alleys, golf courses open to the public, marinas, movie theaters, barber shops, laundromats, funeral homes, private vocational or technical schools, dance studios, health clubs, racquet clubs, banquet halls and conference facilities, hotels, motels and boarding houses.

Warehouse shall mean an establishment primarily engaged in the display, storage and sale of goods to other firms for resale, activities involving significant movement and storage of products or equipment, and self-storage facilities. Typical uses include wholesale distributors, storage warehouses, moving and storage firms, trucking and shipping operations, major mail processing centers and mini-warehouses.

Sec. 47-77. - Legislative findings applicable to fire protection impact fees.

The Board of County Commissioners of Levy County, Florida, hereby finds, determines and declares that:

(a) The county fire protection system benefits all residents of the unincorporated area of county and the incorporated area of the Town of Yankeetown, which is served by the County's fire protection system; therefore, the fire protection impact fee, if any, shall be imposed throughout the unincorporated area of the county and within the boundaries of the Town of Yankeetown for so long as the County is providing fire protection services within the Town of Yankeetown.

(b) Development necessitated by growth contemplated in the comprehensive plan and the fire protection impact fee study will require improvements and additions to the county fire protection system to accommodate the new development generated by such growth and maintain the standards of service provided by the fire protection system; however, at this time, the Board has determined to not impose a Fire Protection Impact Fee on new growth.

Sec. 47-78. - Adoption of fire protection impact fee study.

The county hereby adopts and incorporates by reference, the study entitled "Levy County Impact Fee Study for Roads and Fire Rescue Facilities," dated May 2014, prepared by Duncan Associates, including the assumptions, conclusions and findings in such study as to the determination of anticipated costs of the additions to the county fire protection system required to accommodate growth. The study is attached hereto as Appendix A.

Sec. 47-79. - Imposition of fire protection impact fees.

(a) All fire protection impact construction occurring within the unincorporated area of the county and the Town of Yankeetown shall pay the fire

SF Road Rate @ \$1500

protection impact fee, as established in this article, at the time of issuance of a building permit for such fire protection impact construction.

(b) All fire protection impact construction occurring within the county shall pay the following fire protection impact fees:

LAND USE TYPE (UNIT)	IMPACT FEE
RESIDENTIAL:	
Single family detached dwelling unit	\$0
Multi-family dwelling unit	0
Mobile home park space/RV Park space	0
NON-RESIDENTIAL:	
Retail/Commercial per 1,000 ft ²	\$0
Office per 1,000 ft ²	0
Industrial/Manufacturing per 1,000 ft ²	0
Warehouse per 1,000 ft ² :	0
Institutional per 1,000 ft ²	0

Sec. 47-80. - Alternative fire protection impact fee.

(a) In the event an applicant believes that the impact to the fire protection system caused by fire protection impact construction is less than the impact established under the applicable fire protection impact fee land use category specified in section 47-79 such applicant may, prior to issuance of a building permit for such fire protection impact construction, file an alternative fire protection impact fee study with the county coordinator. The county coordinator shall review the alternative calculations and make a determination within 60 days of submittal as to whether such calculations comply with the requirements of this section.

(b) For purposes of any alternative fire protection impact fee calculation, the fire protection impact construction shall be presumed to have the maximum impact on the county fire protection system for the appropriate fire protection impact fee land use category.

(c) The alternative fire protection impact fee calculation shall be based on data, information or assumptions contained in this article and the fire protection impact fee study, or independent sources, provided that:

(1) The independent source is a generally accepted standard source of planning information and cost impact analysis performed pursuant to a generally accepted methodology of planning and cost impact analysis which is consistent with the fire protection impact fee study; or

SF Road Rate @ \$1500

(2) The independent source is a local study supported by a database adequate for the conclusions contained in such study performed pursuant to a generally accepted methodology of planning and cost impact analysis which is consistent with the fire protection impact fee study.

(d) If the county coordinator determines that the data, information and assumptions utilized by the applicant comply with the requirements of this section and that the calculation of the alternative fire protection impact fee was by a generally accepted methodology, then the alternative fire protection impact fee shall be paid in lieu of the fees adopted in section 47-79.

(e) If the county coordinator determines that the data, information and assumptions utilized by the applicant to compute an alternative fire protection impact fee do not comply with the requirements of this section, then the county coordinator shall provide to the applicant by certified mail, return receipt requested, written notification of the rejection and the reasons therefor.

Sec. 47-81. - Payment.

(a) Except as otherwise provided in this chapter, prior to the issuance of a building permit for fire protection impact construction, an applicant shall pay the fire protection impact fees set forth in section 47-79 directly to the county.

(b) The payment of the fire protection impact fee shall be in addition to all other fees, charges or assessments due for the issuance of a building permit.

(c) The obligation for payment of the fire protection impact fees shall run with the land.

(d) In the event that a building permit issued for any fire protection impact construction expires prior to completion of the building for which it was issued, the applicant may, within 90 days of the expiration of the building permit, apply for a refund of the fire protection impact fee. Failure to timely apply for a refund of the fire protection impact fee shall waive any right to a refund.

(1) The application for refund shall be filed with the county coordinator and contain the following:

- a. The name and address of the applicant;
- b. The location of the property which was the subject of the building permit;

SF Road Rate @ \$1500

- c. The date the fire protection impact fee was paid;
- d. A copy of the receipt of payment for the fire protection impact fee; and
- e. The date the building permit was issued and the date of expiration.

(2) After verifying that the building permit has expired and that the fire protection impact construction has not been completed, the county coordinator shall refund the fire protection impact fee paid for such fire protection impact construction. The county shall retain one percent of the fire protection impact fee to offset the costs of administering the refund.

(3) A building permit which is subsequently issued for fire protection impact construction on the same property which was the subject of a refund shall pay the fire protection impact fee as required herein.

Sec. 47-82. - Use of monies.

(a) The board hereby creates the "fire protection impact fee trust account" which shall be maintained separate and apart from all other county accounts.

(b) Fire protection impact fees shall be deposited into the fire protection impact fee trust account immediately upon receipt.

(c) Funds on deposit in the fire protection impact fee trust account, as established in paragraph (a) above, shall be used solely for the purpose of providing growth-necessitated capital improvements to the fire protection including, but not limited to:

(1) Land acquisition, including any cost of acquisition or condemnation;

(2) Fees for professional services, including but not limited to architecture, engineering, surveying, landscaping, soils and material testing, legal, appraisals, and construction management;

(3) Design and construction plan preparation;

(4) Site development and on-site and off-site improvements incidental to the construction thereto;

(5) Any permitting or application fees necessary for the construction;

(6) Design and construction of new fire protection facilities;

SF Road Rate @ \$1500

- (7) Design and construction of new drainage facilities required by the construction of fire protection facilities or improvements thereto;
- (8) Relocating utilities required by the construction of fire protection facilities or improvements or additions thereto;
- (9) Landscaping;
- (10) Construction management and inspection;
- (11) Surveying, soils, and materials testing;
- (12) Acquisition of capital equipment for the fire protection;
- (13) Repayment of monies borrowed from any budgetary fund of the county which were used to fund growth necessitated capital improvements to the fire protection as provided herein;
- (14) Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the county to fund growth-necessitated improvements and additions to the fire protection subsequent to the effective date of this chapter; and
- (15) Costs related to the administration, collection, and implementation of the fire protection impact fees.

(e) The monies deposited into the fire protection impact fee trust account shall be used solely to provide capital improvements to the fire protection system as necessitated by growth as projected in the fire protection impact fee study and shall not be used for any expenditure that would be classified as a maintenance or repair expense.

(f) Any fire protection impact fee funds on deposit which are not immediately necessary for expenditure shall be invested by the county. All income derived from such investments shall be deposited in the fire protection impact fee trust account and used as provided herein.

(g) The county may retain up to one percent of all fire protection impact fees received as an administrative fee to defray the costs of administering the fire protection impact fees.

(h) The fire protection impact fees collected pursuant to this chapter shall be returned to the then current owner of the property on behalf of which such fee was paid, if such fees have not been expended or encumbered prior to the end of the fiscal year immediately following the eighth anniversary of the date upon which such fees were paid. Refunds shall be made only in accordance with the following procedure:

SF Road Rate @ \$1500

(1) The then present owner shall petition the county for the refund within six months following the end of the calendar quarter immediately following eight years from the date on which the fee was received.

(2) The petition for refund shall be submitted to the county coordinator and shall contain:

- a. A notarized sworn statement that the petitioner is the present owner of the property on behalf of which the fire protection impact fee was paid;
- b. A copy of the dated receipt issued for payment of the fire protection impact fee or such other record as would evidence payment; and
- c. A certified copy of the latest recorded deed or a copy of the most recent ad valorem tax bill.

(3) Within 60 days from the date of receipt of a petition for refund, the county coordinator will advise the petitioner and the board of the status of the fire protection impact fee requested for refund, and if such fire protection impact fee has not been expended or encumbered within the applicable time period, then it shall be returned to the petitioner. For the purposes of this section, fees collected shall be deemed to be spent or Encumbered on the basis of the first fee in shall be the first fee out.

Sec. 47-83. - Individual calculation of fire protection impact fees.

(a) In the event fire protection impact construction involves a land use not contemplated under the fire protection impact fee land use categories set forth in section 47-79 herein, the county coordinator shall determine the impact to be generated by the proposed fire protection impact construction and shall calculate the appropriate fire protection impact fees utilizing the methodology contained in the fire protection impact fee study. The county coordinator shall utilize as a standard in this determination the impact assumed in the most similar fire protection impact fee land use category or any other generally accepted standard source of planning and cost impact analysis.

(b) In the event any fire protection impact construction involves more than one fire protection impact fee land use category, the county coordinator shall calculate the fire protection impact fees based upon the impact to be generated by each separate fire protection impact fee land use category included in the proposed fire protection impact construction.

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ARTICLE 14. ADOPTION OF NEW SECTION 47-123 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "ACCOUNTING AND REPORTING OF IMPACT FEES." The Board hereby adopts a new Section 47-123 of the Levy County Code of Ordinances, to read as follows:

Sec. 47-123. ACCOUNTING AND REPORTING OF IMPACT FEES.

The revenues realized from Impact Fees imposed pursuant to this Chapter 47 shall be identified in the County's budget as a separate account required by section 163.31801(3)(b), Florida Statutes. The County shall maintain adequate records to justify all expenditures from any Impact Fee trust fund and any accounts established within such trust fund. The County shall prepare an annual report reflecting the collection and expenditures during the previous year of the Impact Fees imposed pursuant to this Chapter.

ARTICLE 15. ADOPTION OF NEW SECTION 47-124 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "NOTICE OF IMPACT FEE RATES." The Board hereby adopts a new Section 47-124 of the Levy County Code of Ordinances, to read as follows:

Sec. 47-124. NOTICE OF IMPACT FEE RATES.

Upon adoption of this Chapter or any amendment hereto imposing revised Impact Fee rates or revising the Impact Fee Land Use Categories for any Impact Fee, the County Coordinator shall publish a notice once in a newspaper of general circulation within the County which notice shall include: (A) a brief and general description of the affected Impact Fee, (B) a description of the geographic area in which the Impact Fee will be collected; (C) the Impact Fee Rates to be imposed for each land use category for the applicable Impact Fee; and (D) the date of implementation of the Impact Fee rates set forth in the notice, which date shall not be earlier than ninety (90) days after the date of publication of the notice.

ARTICLE 16. ADOPTION OF NEW SECTION 47-125 OF THE LEVY COUNTY CODE OF ORDINANCES, ENTITLED "ENFORCEMENT." The Board hereby adopts a new Section 47-125 of the Levy County Code of Ordinances, to read as follows:

Sec. 47-125. ENFORCEMENT.

(a) Enforcement of this Ordinance shall be done pursuant to section 125.69, Florida Statutes.

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(b) Violations include, but are not limited to, failing, neglecting, or refusing to pay an Impact Fee as required by this section and/or furnishing untrue, incomplete, false, or misleading information on any document, or to any County employee, concerning the calculation, exemption, or payment of an Impact Fee or concerning the entitlement to, or calculation of, an Impact Fee credit.

(c) The owner, tenant, or occupant of any land or part thereof for which an Impact Fee is owed and any architect, builder, contractor, agent, or other person who participates in, assists, directs, creates, or maintains any situation that is contrary to the requirements of this section, or who fails, neglects, or refuses to pay an Impact Fee, or who furnishes any untrue, incomplete, false, or misleading information concerning the calculation, exemption, or payment of an Impact Fee or concerning the entitlement to, or calculation of, an Impact Fee credit, may be held responsible for the violation and be subject to the penalties and remedies provided for in this Code and/or the Levy County Code of Ordinances.

(d) Failure to pay an Impact Fee required by this section is a violation that is continuous with respect to time, and each day the violation continues, or the Impact Fee remains unpaid, is hereby declared to be a separate offense.

ARTICLE 17.

CODIFICATION IN THE CODE OF ORDINANCES.

It is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Levy County Code of Ordinances, and that the sections of this Ordinance may be renumbered to accomplish such intent.

ARTICLE 18.

SEVERABILITY.

Should any section or provision of this Ordinance or any portion thereof, or any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

ARTICLE 19.

EFFECTIVE DATE.

(a) A certified copy of this Ordinance shall be effective 10 days after its enactment by the Board and filing with the Department of State.

(b) This Ordinance and the new and amended obligations shall apply to all Capital Facilities Impact Construction that submits a complete application for a Building Permit on or after _____; provided the notice period set forth in Article 13 hereof has expired by this date. If the notice period set forth in Article 13 hereof has not expired by _____, then the Effective Date of this Ordinance shall be automatically delayed until the expiration of said notice period.

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PASSED AND DULY ENACTED by the Board of County Commissioners of Levy County, Florida in regular session, this ____ day of _____, 2016.

LEVY COUNTY
BOARD OF COUNTY COMMISSIONERS

John Meeks, Chairman

ATTEST:

Clerk of Court

APPROVED AS TO FORM AND CONTENT:

County Attorney

SF Road Rate @ \$1500

APPENDIX A

Levy County Impact Fee Study for Roads and Fire Rescue Facilities

Levy County Board of County Commissioners

Agenda Item Summary

1. **NAME/ORGANIZATION/TELEPHONE:**

LEVY COUNTY TRANSIT/CONNIE CONLEY-DIRECTOR

2. **MEETING DATE:**

JANUARY 5, 2016

3. **REQUESTED MOTION/ACTION:**

Board Approval

4. **Agenda Presentation**

Time Requested: _____

(Request will be granted if possible)

**ALLOTTED TIME NOT
MORE THAN 15 MINUTES**

5. **IS THIS ITEM BUDGETED (IF APPLICABLE) ?**: Yes ___ No ___ *IF NO, STATE ACTION REQUIRED*

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes ___ No ___ BUDGET OFFICER APPROVAL _____ DATE

6. **BACKGROUND:** (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Request Board Approval for JPA (Joint Participation Agreement) 5311 Operational Funding Grant

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

7. **RECOMMENDED APPROVAL AND DATE** (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
Yes <input checked="" type="checkbox"/> No	Yes ___ No	Yes ___ No	Yes ___ No	Yes ___ No	Yes ___ No

8. **COMMISSION ACTION:**

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
 PUBLIC TRANSPORTATION
 OGC - 07/15
 Page 1 of 13

Financial Project Number(s): (item-segment-phase-sequence) 42726018416	Fund: DU Function: 683 Federal Number: FL-X18-035 DUNS Number: 80-939-7102 Agency DUNS Number: 082643511	FLAIR Category.: 088774 Object Code: 780000 Org. Code: 55022020229 Vendor No.: F 596 000 717 052 CSFA Number: N/A CSFA Title: N/A
Contract Number: G0765 CFDA Number: 20.509 CFDA Title: Formula Grants for Rural Areas		

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and Levy County Board of County Commissioners
Post Office Box 310, Bronson, Florida 32621
 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before December 31, 2016 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Chapter 341 Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

- 1.00 Purpose of Agreement:** The purpose of this Agreement is to provide for the participation in the grantee's operating, administrative, and managerial expenses associated with operating a transit project in the non-urbanized area of Levy County, Florida. This award utilizes pass through funds from the Federal Transit Administration Section 5311 program as identified in the District's current Work Program, and in the application completed by the grantee and on file with the Department. Reimbursement requests will be invoiced based upon actual expenses incurred. The measurables will be the number of passenger trips provided to residents of Levy County during each invoice period.

and as further described in Exhibit(s) A, B, C, D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is \$ 444,678.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 222,339.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding is is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Participant is unsatisfactory, the Department shall notify the Participant of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Participant shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Participant will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Participant shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Participant resolves the deficiency. If the deficiency is subsequently resolved, the Participant may bill the Department for the retained amount during the next billing period. If the Participant is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.20 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.30 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.40 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.50 Audits: The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Part I Federally Funded:

1. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

2. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. Exhibit A, B, C, D to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
- b. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.

- c. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
- d. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- e. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.
- f. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- g. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

Part II State Funded:

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.

2. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit A, B, C, D to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- b. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- c. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- d. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111W Madison Street, Room 401
Tallahassee, FL 32399-1450

- e. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- f. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- g. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- h. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

6.60 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District II _____ Public Transportation Office 1109 South Marion Avenue, Lake City _____, FL, 32025-5874 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's *Travel Form No. 300-000-01*. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.

- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest. "Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency. The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law; Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

12.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2016. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Urban Planning & Modal Administrator. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

17.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

21.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

24.00 Inspector General Cooperation:

The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

Levy County Board of County Commissioners

AGENCY NAME

DEPARTMENT OF TRANSPORTATION

James M. Knight, P.E.

SIGNATORY (PRINTED OR TYPED)

TITLE Urban Planning & Modal Administrator

SIGNATURE

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

See attached Encumbrance Form for date of Funding Approval by Comptroller

TITLE

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the Levy County Board of County Commissioners, Post Office Box 310, Bronson, Florida, 32621, referenced by the above Financial Project Number.

PROJECT LOCATION: Levy County, Florida

PROJECT DESCRIPTION: Section 5311 operating assistance award to assist with operating expenditures associated with providing transportation services to disadvantaged citizens in the Levy County service area.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 6.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

The following additional conditions shall represent a default by the Agency under the Agreement and at the election of the Department may result in action, including but not limited to, the termination or suspension of the Agreement and/or the termination, suspension or modification of the Department's financial participation and funding under the Agreement:

- a. Failure of the Agency to submit to the Department a requisition for payment during any consecutive six (6) month period beginning with the date of the agreement; or
- b. Failure of the Agency to show during any consecutive six (6) month period, beginning with the date of the agreement, project activity indicating progress that the Department determines to be necessary to allow the project to be completed prior to the Agreement expiration date.

Invoicing should occur on at least a quarterly basis with the total number of trips provided to disadvantaged citizens and the general public on a space available basis being reported with each invoice submitted for reimbursement.

The Levy County Board of County Commissioners shall prepare audits and/or attestations as required by the provisions of Section 341.051, Florida Statutes. All audits required hereunder shall be performed in accordance with Chapter 10-600, Rules of the Auditor General. All audits performed and attestations prepared for this agreement shall be filed with the Department and with the State Auditor General.

In accordance with Florida Statute 341.061, and FAC Rule Chapter 14-90, Florida Administrative Code, the agency shall submit, and the Department shall have on file, an Annual Safety Certification that the agency has adopted and is complying with its System Safety Program Plan (SSPP) and System Security Plan (SSP), pursuant to Rule Chapter 14-90, and that it has performed annual safety inspections of all buses operated, assuring routine and systematic program performance.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

- *No invoice activity for six (6) months, or
- *No contract activity for eighteen (18) months.

The Department reserves the right to periodically review the service being administered by the grantee under this contract in order to verify that the service is consistent with the project application, and that the grantee is complying with all state and/or federal requirements that were a condition of the award.

Should services or project expenses not be in accordance with the Agency's funding application request, then the Department may seek reimbursement from the Agency for any and all expenses paid under this contract.

FINANCIAL PROJECT NO. 42726018416
CONTRACT NO. G0765

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the Levy County Board of County Commissioners, Post Office 310, Bronson, Florida, 32621, referenced by the above Financial Project Number.

I. PROJECT COST: \$444,678.00

TOTAL PROJECT COST: \$444,678.00

II. PARTICIPATION:

Maximum Federal Participation
FTA, FAA (%)

Agency Participation
In-Kind (%)
Cash (50%) or \$222,339.00
Other (%)

Maximum Department Participation,
Primary
(DS)(DDR)(DIM)(PORT)(DPTO) (%)
Federal Reimbursable(DU)(FRA)(DFTA) (50%) or \$222,339.00
Local Reimbursable (%)

TOTAL PROJECT COST \$444,678.00

***Invoices for reimbursement of eligible expenditures should be submitted to the Department monthly.

FINANCIAL PROJECT NO. 42726018416
CONTRACT NO. G0765

EXHIBIT "C"
(Section 5311)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the Levy County Board of County Commissioners, Post Office Box 310, Bronson, 32621, referenced by the above Financial Project Numbers.

This Agreement is in conformance with Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. app. □ 5311) and Section 341.051(1)(a) Florida Statutes.

The Section 5311 subrecipient shall establish and implement anti-drug and alcohol misuse prevention programs in accordance with the terms of 49 CFR part 655.

The Section 5311 subrecipient shall insure adherence with all federally required certifications and assurances made in its application to the Department for Section 5311 funds.

The Section 5311 subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the FDOT and FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure to so comply shall constitute a material breach of this contract.

The Section 5311 subrecipient agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, the Section 5311 subrecipient of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, subrecipients may not use federally funded equipment, vehicles, or facilities.

The Section 5311 subrecipient agrees to comply with Buy America requirements outlined in 49 U.S.C. 5323(j) and 49 CFR Part 661, if using the funds granted under this agreement for rolling stock purchases. The recipient also agrees to comply with the pre-award and post delivery requirements outlined in 49 CFR 661.12.

The Section 5311 subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 if the agreement exceeds \$100,000.

The Section 5311 subrecipient agrees to comply with the requirements pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352(b)(5) and 49 CFR Part 19, Appendix A, Section 7.

If this agreement is for a construction project over \$100,000 the recipient must adhere to FTA's bonding requirements as outlined in the Best Practices Procurement Manual.

The 5311 subrecipient agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 if this agreement exceeds \$100,000.

The 5311 subrecipient agrees to comply with all the requirement of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (49U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

The 5311 subrecipient agrees to comply with the Davis-Bacon and Copeland Anti-kickback acts as codified at 40 U.S.C. 3141 and 18 U.S.C. 874 for any agreement exceeding \$2,000.

For any contract over \$2,000 the 5311 subrecipient agrees to comply with the Contract Work Hours and Safety Standards Act codified at 40 U.S.C. 3701.

The 5311 subrecipient agrees to comply with the Transit Employee Protective Agreements as codified in 40 U.S.C. 5311 and 29 CFR Part 215.

The 5311 subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any FDOT requests which would cause the 5311 subrecipient to be in violation of the FTA terms and conditions.

In accordance with Florida Statute 341.061, and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan pursuant to Rule 14-90 and has performed annual safety inspections of all buses operated.

EXHIBIT D

726-030-06
PUBLIC TRANSPORTATION
04/06

FEDERAL and/or STATE resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
Federal Transit Administration	20.509 Formula Grants for Rural Areas	\$222,339.00

Compliance Requirements

- 1.
- 2.
- 3.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
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Compliance Requirements

- 1.
- 2.
- 3.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
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Compliance Requirements

- 1.
- 2.
- 3.

EXHIBIT D

725-030-08
PUBLIC TRANSPORTATION
04/06

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

COUNTY COMMISSIONERS LEVY COUNTY, FLORIDA



GOVERNMENT
SERVING
CITIZENS

John Meeks
District 1

Rock Meeks
District 2

Mike Joyner
District 3

Lilly Rooks
District 4

Danny Stevens
District 5

Levy County Board of County Commissioners

	District 1	District 2	District 3	District 4	District 5
	John Meeks	Rock Meeks	Mike Joyner	Lilly Rooks	Danny Stevens
2015 Board Appointments	Chairman		Vice-Chair		
Canvassing Board	X				X
County Agent Advisory Board		X			
Florida Leaders Organized for Water		X			
Nature Coast Business Development Council					X
Nature Coast State Trail		X			
Nature Coast Oyster Alliance				X	
North Florida Economic Development Partnership Board of Directors	X				
RESTORE Act/Gulf Consortium	X				
Small County Coalition Board of Directors	X			X	
Tourist Development Council	X				
Transportation Disadvantaged	X				X
Value Adjustment Board	X		X		
North Florida Regional Planning Council	X				
Workforce Connection					X

P.O. Box 310 Bronson Florida 32621
 Telephone (352) 486-5218 Fax (352) 486-5167
 e-mail: levybocc@circuit8.org Website: Levycounty.org

COUNTY COMMISSIONERS LEVY COUNTY, FLORIDA



GOVERNMENT
SERVING
CITIZENS

John Meeks
District 1

Rock Meeks
District 2

Mike Joyner
District 3

Lilly Rooks
District 4

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District 5

Levy County Board of County Commissioners

	District 1	District 2	District 3	District 4	District 5
	John Meeks	Rock Meeks	Mike Joyner	Lilly Rooks	Danny Stevens
2015 Department/ Committees					
Agriculture Center			X		
Animal Services				X	
Courthouse Space-Board Chair	X				
Development (B&Z)			X		
Emergency Management	X				
Finance/Insurance-Board Chair	X				
Human Resources- Board Chair	X				
Legal	X				
Library				X	
Maintenance/Construction	X				
Parks/Mosquito		X			
Planning			X		
Plat Review					X
Public Safety					X
Road					X
Solid Waste (Landfill)				X	
Transit	X				
Veterans	X				
Water/SHIP		X			

P.O. Box 310 Bronson Florida 32621
 Telephone (352) 486-5218 Fax (352) 486-5167
 e-mail: levybocc@circuit8.org Website: Levycounty.org