

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:

FRED MOODY, COUNTY COORDINATOR 486-5218

2. MEETING DATE:

3/22/2016

3. REQUESTED MOTION/ACTION:

Request approval for Department of Public Safety to follow the succession plan currently in place until further notice.

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)

Public Safety Director David Knowles resigned effective March 8, 2016, put succession plan in place effective March 8, 2016

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:

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

MEMORANDUM

TO: ALL DEPARTMENT OF PUBLIC SAFETY EMPLOYEES

FROM: FRED MOODY, COUNTY COORDINATOR

DATE: MARCH 9, 2016

SUBJECT: PUBLIC SAFETY DEPARTMENT

As you are probably already aware, David Knowles resigned yesterday. Please see the attached statement.

There is a Public Safety succession plan in place for this type of situation. Please see attached. We ask for your cooperation in adhering to this plan during this period of transition.

We value your support and understanding and appreciate your cooperation in continuing to provide the same quality service to our citizens as always.

Thank you.

LEVY COUNTY DEPARTMENT OF PUBLIC SAFETY

P.O. BOX 448
BRONSON, FL 32621
(352) 486-5209
CHIEF DAVID KNOWLES, DIRECTOR

Succession Plan

Created December 5, 2012

Revised March 3, 2016

Levy County Department of Public Safety has created this succession plan in order for the Department to operate in an efficient and orderly fashion in the unexpected absence of the Director. This plan shall be implemented at the discretion of the County Coordinator until the Director has returned or has been replaced. The Department has grown and is extremely diverse in the daily operations; for someone to successfully manage it without thorough background and knowledge of the intricacy would be challenging.

The current hierarchy of the Department is relatively flat, with this said, the Department does not have a Deputy Director to manage the Department in the Director's absence. This is being addressed to assist the Department in maintaining continuity of operations to alleviate the BOCC and County Coordinator from having to assume an immediate oversight of the Department.

The Assistant to the Director for the Department of Public Safety, and Administrative Assistant II handling finances for the Department of Public Safety, will assume responsibility of all administrative functions of the Department. This shall include the daily financial transactions, payroll, accounts receivable, accounts payable, billing, purchasing oversight of the Logistics Section, and working with the County Coordinator on potential agenda items for the Department as well as purchasing authorization exceeding the BOCCs' predetermined limits. Assistant to the Director for the Department of Public Safety will have signature authority for the Department of Public Safety in the absence of the Director.

The Information Technology Specialist will report to the Assistant to the Director concerning this area of responsibility for the Department.

The Logistics Section Technician and Maintenance Worker will report to the Administrative Assistant to coordinate required purchases to maintain operational readiness of the Department.

Battalion Captains will maintain the operational readiness of their respective shifts. This will include scheduling, personnel issues, advanced life support deployment of the EMS units, and deployment of the County Fire Apparatus. For all station repair issues, the Battalion Captains will work directly with the Maintenance Worker for the Department of Public Safety to facilitate repairs and arrange vendor payment with the Administrative Assistant. For all vehicle repair issues, the Battalion Captains will work directly with the Fleet Manager or County Barn to facilitate repairs and arrange vendor payment with the Administrative Assistant.

The Assistant to the Director will work with the Battalion Captains to maintain the operational readiness of the Department.

David L. Knowles
DLK/amr

**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

PRESS RELEASE
March 8, 2016

Department of Public Safety Director
Chief David Knowles Resignation

After much thought and deliberation I met with Chief Knowles and requested his resignation. My decision was based on my observation of a continual loss of support both from inside and outside the Department of Public Safety. I considered Chief Knowles an excellent manager of operations as evidenced by our EMS operations being second to none in the state. However, the lack of support for his leadership raises concern for the future recruitment and retention of personnel which is vital to a department in a rural area.

We appreciate Chief Knowles' contribution to the Department of Public Safety and Levy County. We wish him the best in his future endeavors.

**Levy County Board of County Commissioners
Agenda Item Summary**

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION: Planning- SHIP

2. MEETING DATE:
March 22, 2016

3. REQUESTED MOTION/ACTION:

A motion to approve Deferred Payment Loan Agreement Yadira De Jesus -PA #532

4. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES NO IF NO, STATE ACTION REQUIRED

BUDGET ACTION: NONE

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES NO BUDGET OFFICER APPROVAL DATE

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

A motion to approve Deferred Payment Loan Agreement for Yadira De Jesus- PA #532 in the amount of **\$19210.00** for an existing unit in Bronson, FL 32621 property address 10270 NE 66th Place, Bronson, Florida 32621.

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	REVIEW ONLY COUNTY ATTORNEY	COUNTY COORDINATOR
YES <input checked="" type="checkbox"/> NO	YES <input checked="" type="checkbox"/> NO	YES <input type="checkbox"/> NO			
				ADD 3-11-16	

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

- a. Owner must continue to own the property and not transfer any of Owner's interest in the property for a minimum of ten (10) years from the date of execution of this Agreement by all parties to this Agreement (hereinafter "the Effective Date").
- b. Owner must occupy, establish and use the property as Owner's principal residence and continue to occupy said property for ten (10) years after the Effective Date.
- c. Owner must maintain the residence in conformance with all local building, zoning and other applicable ordinances or codes for ten (10) years beginning with the Effective Date.

4. County agrees to forgive the DPL after ten (10) years from the Effective Date; provided that all of the following requirements have been met: (a) the home located on the property remains occupied by Owner for such ten (10) year period; (b) Owner has continued to own the property and no interest in the property of Owner has been transferred during such ten (10) year period; and (c) Owner honors all requirements of this Agreement, of any promissory note provided by Owner to County in connection with the DPL or with the property, and of any mortgage entered into by Owner for the benefit of County that uses the property as security for the DPL or for any such promissory note.

5. If Owner violates this Agreement by selling the property or by the transferring of any of Owner's interest in the property by whatever means, prior to the expiration of the ten (10) year period provided in this Agreement, then the DPL principal amount shall be recaptured and the entire principal of the DPL shall be due within thirty (30) days of the date of the sale of the property by Owner, or within thirty (30) days of the date of transfer of any of Owner's interest in the property, whichever is applicable, and such amount shall be returned to County within such thirty (30) days. If Owner fails to occupy the home located on the property as Owner's primary residence prior to the expiration of the ten (10) year period provided in this Agreement, the entire DPL principal amount shall be due within thirty (30) days from the date that Owner fails to occupy the home located on the property as Owner's primary residence.

6. In the event that Owner is cited for violation of any local building, zoning or other ordinance or code, County will notify Owner to correct such violation(s) within thirty (30) days. If Owner does not correct such violation(s) within the time period stated, County will notify Owner by certified mail of its intent to exercise its rights under this paragraph. Upon delivery or attempted delivery of such notice to Owner, Owner shall be required to pay County 1/120th of the principal amount of the DPL each month until said violation(s) are corrected. If Owner continues to fail to correct such violation(s) within a reasonable amount of time, not to exceed one hundred twenty (120) days, the entire principal amount of the DPL will be due and payable immediately upon the expiration of such one hundred twenty (120) days.

7. The entire principal amount of the DPL will be due and payable immediately if Owner is found to have given materially false or inaccurate information or statements to County (or failed to provide County with any material information) in connection with the DPL or the DPL application, including, but not limited to, representations concerning (i) Owner's occupancy

for the full replacement value of such improvements and shall be kept in force during the ten (10) year term beginning on the Effective Date.

BY SIGNING BELOW, Owner and County accept and agree to the terms and covenants contained in this Deferred Payment Loan Agreement.

Yadira De Jesus
Owner

[Signature]
Witness Print Name: Robert W. Fillyer

[Signature]
Witness Print Name: Sandra K. Lewis

Owner

Witness Print Name: _____

Witness Print Name: _____

STATE OF FLORIDA
COUNTY OF LEVY

Before me, the undersigned authority, this 2 day of March, 20 16, personally appeared Yadira De Jesus who acknowledge(s) before me that She (~~he~~/she/they) freely and voluntarily executed this Agreement for the purposes therein expressed.

[Signature]
Signature of Notary Public
(STAMP)

Personally known _____ or Produced I.D. X
Type of identification produced FL DL



Attest:

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA

Danny J. Shipp, Clerk of Court

John Meeks, Chairman

Approved as to form and legal sufficiency:
Anne Bast Brown
Anne Bast Brown, County Attorney

*Levy County Board of County Commissioners
Agenda Item Summary*

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

DEPARTMENT OF PUBLIC SAFETY

2. MEETING DATE:

March 22, 2016

3. REQUESTED MOTION/ACTION:

The Department of Public Safety is requesting approval from the Board to renew the Extended Service/Annual Maintenance Plan with Priority Dispatch.

4. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES NO IF NO, STATE ACTION REQUIRED

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

FUNDING SOURCE : EMS/FIRE - 50/50 CONTRACT SERVICES

ACCOUNT NUMBER:

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

The Department of Public Safety is requesting approval from the Board to renew the Extended Service/Annual Maintenance Plan with Priority Dispatch.

This renewal is required to continue the version, software, and protocol updates for Emergency Medical Dispatch and Emergency Fire Dispatch. This is a budgeted item for the 2015/2016 Fiscal year.

DEPARTMENT
DIRECTOR
YES__ NO

BOCC CHAIR
YES__ NO

OTHER
YES__ NO

OTHER
YES__ NO

COUNTY
ATTORNEY
YES__ NO

COUNTY
COORDINATOR
YES__ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

Date: 7/13/2015

INVOICE

No. 115724



Attn: Accounting Department
110 South Regent Street, Suite 500
Salt Lake City, UT 84111
(801) 363-9127 * (801) 363-9144 fax
(800) 363-9127 toll-free

Customer Id: 10292

Bill To: Levy County Dept of Public Safety
1251 NE CR 343
PO Box 448
Bronson, FL 32621

For: Levy County Dept of Public Safety
1251 NE CR 343
PO Box 448
Bronson, FL 32621

Sales Contact:
Payment Method: Purchase Order

Base license: 00000B0736
Payment Terms: Net 30 Days

Qty	Description	Unit Price	Extended Price
1	Annual Renewal for Extended Service Plan/Annual Maintenance (P) Date of ESP Renewal Expiration: Aug 1 2016 12:00AM	\$6,336.00	\$6,336.00
Sub-Total:			\$6,336.00
Tax:			\$0.00
Shipping & Handling:			\$0.00
Total:			\$6,336.00
Amount due this Invoice:			\$6,336.00

Please pay this invoice in US Dollars. Make checks payable to Priority Dispatch Corporation.

"To lead the creation of meaningful change in public safety and health."

Levy County Board of County Commissioners
Agenda Item Summary

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

DEPARTMENT OF PUBLIC SAFETY

2. MEETING DATE:

March 22, 2016

3. REQUESTED MOTION/ACTION:

The Department of Public Safety is requesting approval from the Board to purchase a skid unit from NAFECO for \$17,320.58 to replace the skid unit in Squad 11.

4. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES NO IF NO, STATE ACTION REQUIRED

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

FUNDING SOURCE : FIRE - CAPITAL EQUIPMENT ACCOUNT NUMBER:

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

The Department of Public Safety is requesting approval from the Board to replace the skid unit in Squad 11.

This is a budgeted item for the 2015/2016 Fiscal Year

DEPARTMENT
DIRECTOR
YES_ NO

BOCC CHAIR
YES_ NO

OTHER
YES_ NO

OTHER
YES_ NO

COUNTY
ATTORNEY
YES_ NO

COUNTY
COORDINATOR
YES_ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

LEVY COUNTY DEPARTMENT OF PUBLIC SAFETY

P.O. BOX 448
BRONSON, FL 32621
(352) 486-5209

Squad 11 Skid Unit

03/16/2016

- Previous Unit
 - 300 Gallon homemade unit, doesn't properly fit in truck
 - Unit did not properly fit in truck
 - Was set on top of welded steel frame in back of truck
 - Caused flexing leading to repeated necessity of welding/repairs
 - Tank needs to be replaced
 - Water level system needs to be replaced
 - Does not have a foam system
 - Primer for drafting water is in need of repair
 - Pump is estimated at 10 years old
- Current Unit
 - High Pressure Demo unit from HMA (vendor)
 - Has to be returned to vendor in 3-4 weeks
 - Mechanical concerns if we continue with a high pressure unit
 - None of our other units compare
 - Pump doesn't match anything else we have/parts would not be interchangeable
- Quotes for Future Unit – 50/50 grant from Forestry (reimbursable up to \$12,750.00)
 - NAFECO; \$17,320.58/1 year warranty on skid/2 weeks lead time
 - 400 gallon tank
 - 10 gal foam system
 - Hale pump
 - Briggs 18 hp engine
 - 6 gal fuel tank
 - Heiman Fire Equipment; \$18,720.00/1 year warranty on skid/6 weeks Lead time
 - 400 gallon tank
 - 10 gal foam system
 - Waterax pump
 - Honda 24 hp engine
 - 3 gal fuel tank
 - Wildfire Truck and Equipment Sales; \$20,363.61/1 year warranty on skid/8 weeks lead time
 - 400 gallon tank
 - 10 gal foam system
 - Hale pump
 - Briggs 18 hp engine
 - 6 gal fuel tank

**FLORIDA DEPARTMENT OF
AGRICULTURE AND CONSUMER
SERVICES**

**FLORIDA FOREST
SERVICE**

**FOREST PROTECTION
BUREAU**



FAX COVER PAGE

PAGE 1 OF A 2 PAGE TRANSMISSION

TO: **Volunteer Fire Assistance Grant Recipient**

FROM: **Matt Weinell, Fire Resource Manager**

PHONE: 850/681-5931

Fax: 850/681-5901

Attached you will find a list of approved items for purchase through the VFA Grant Program. The "AMOUNT APPROVED" column lists the amount that was approved to spend, the column marked "FED COST SHARE (50%)" is the total possible amount to be reimbursed. The recipient can spend up to the approved amount, but will only get reimbursed for half of that amount.

Please remember to provide the complete Proof-of-Purchase package (ex. copy of check, invoice with zero balance) for approved items to be reimbursed. Invoices must be stamped paid and indicate a check number.

Send Proof-of-Purchase package with Certificate of Expenditure to our office for reimbursement:

VFA Grants Room 159
Florida Forest Service
3125 Conner Blvd.
Tallahassee, FL 32399-1650

The Certificate of Expenditure must be signed and notarized and returned with the Proof-of-Purchase package. Copies of the Certificate of Expenditure can be found on our website at: http://www.fl-dof.com/wildfire/vfd_grants.html. Please remember that the sooner the proof-of-purchase package is returned, the sooner we can reimburse the 50% match.

NAFECO
1515 West Moulton Street
Decatur, AL 35601
Phone: 800-628-6233
United States of America

Fax: 256-355-0852

Quote Number
866591-0

QUOTATION CONFIRMATION

Date
3/11/16

Page
1

Customer: LEV160
LEVY CO. DEPT. OF
PUBLIC SAFETY
PO BOX 448

Ship To: LEVY CO. DPS COMPLEX
ATTN: JOE RINAUDO
1251 N.E. COUNTY ROAD 343

BRONSON,FL 32621
United States of America

BRONSON,FL 32621
United States of America

Entered.: 3/11/16 Bid/Promo...: Quote
Expiration: 3/11/17 Entered by.: Brian Vinson

Item	Description	Quantity	UOM	Disc %	Unit Price	Extend. Price
SKID	SKID UNIT (CUSTOM BUILD)	1.00	EA		17,070.5800	17,070.58
	Includes:					
	400 gal Poly Tank					
	10 Gal Foam Cell					
	Foam Logic 1.7 AHP Foam System					
	Hale HPX 300 Pump					
	Briggs 18 hp Gas Engine					
	All Stainless Steel Manifold					
	(1)2.5" Tank to Pump					
	(1)2.5" Suction w/Chrome Plug					
	(1)1.5" Discharge w/Chrome Cap					
	(1)1.0" Discharge w/Chrome Cap					
	6 gal Portable Fuel Tank					

Continued . . .

1 yr warranty

Heiman
FIRE EQUIPMENT

HEIMAN THUNDERSTORM SLIDE IN UNIT

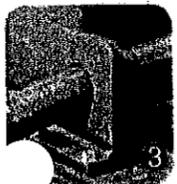
\$9965⁰⁰ Standard base price



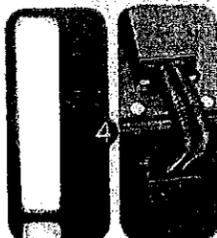
1
Booster Hose Bracket



2
Weather-proof electrical box made of copolymer polypropylene

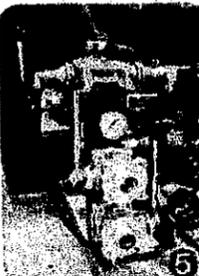


3
Secure reel line mount



4
Water & foam level gauges

Enclosed electrical chaseways



5
Stainless steel valves with control handles on polished stainless steel manifold



6
Heavy-duty, full length aluminum base

**pictured with some additional options and upgrades*



7
3 gal fuel tank with copoly mounting bracket



8
High pressure flexline plumbing with stainless steel couplings



9
Clearly labeled foam and water fill towers with strainer

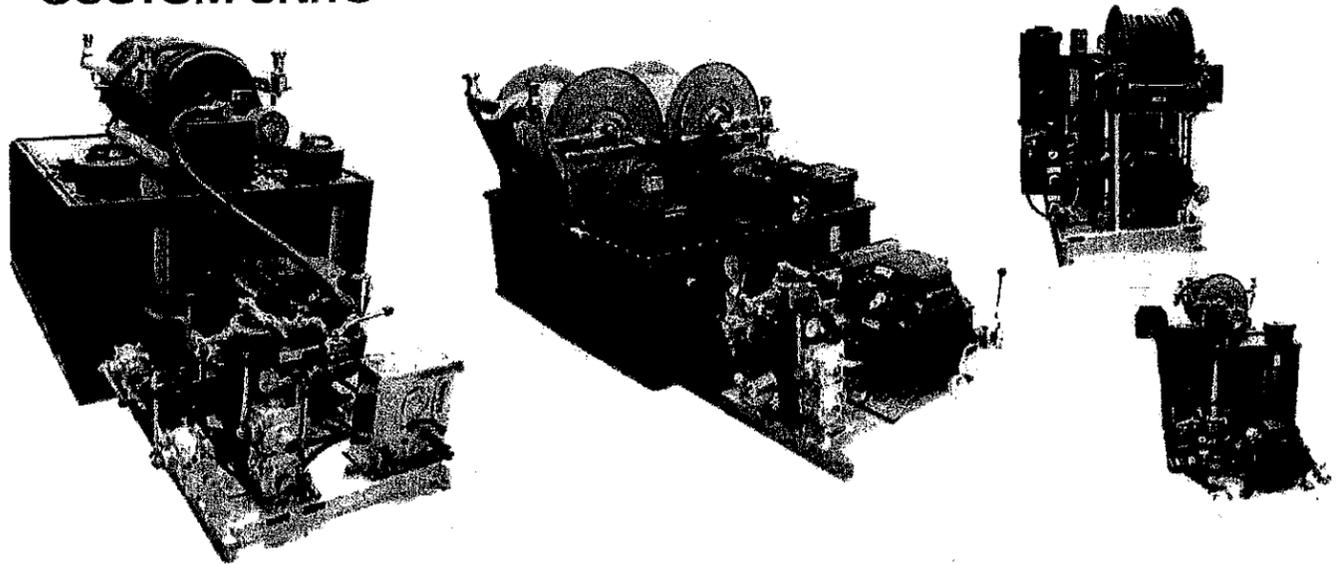


10
Removable lid for foam and water



11
Powder coated pump base

CUSTOM UNITS



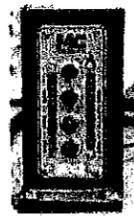
ADDITIONAL INSTALLED OPTIONS & ACCESSORIES



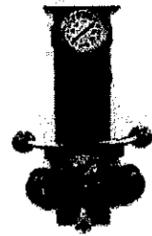
copolymer polypropylene hose tray
\$150⁰⁰



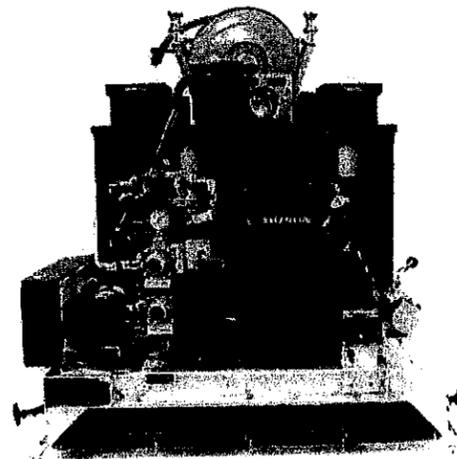
push button electric rewind



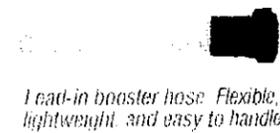
water level light indicator
\$275⁰⁰



manifold configuration for high volume unit



Aluminum under skid storage
\$1295⁰⁰



Lead-in booster hose. Flexible, lightweight, and easy to handle.

12.5' - **\$83⁰⁰**
 25' - **\$145⁰⁰**



2.5" inlet w/cap and optional valve
\$370⁰⁰



LED work light
\$145⁰⁰

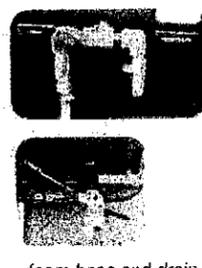


1.1bhc Cup nozzle
\$360⁰⁰

Tip 1.5" 20/60 gpm
\$89⁰⁰



Scotty foam system
\$500⁰⁰



foam hose and drain from tank clearly labeled



Silvex Plus foam
\$97⁰⁰ /pail



Phos Chek foam
\$97⁰⁰ /pail

WILDFIRE TRUCK AND EQUIPMENT SALES

5313 Big Six St
Alvarado, Texas 76009
888-452-2701, FAX 817-783-3038

400 GALLON SKID UNIT

Quote for Levy County DPS
Levy County, FL
March 11, 2016

TANK

400 GALLON POLY TANK AND PUMP PLATFORM WITH 10 GALLON FOAM CELL
SIGHT LEVEL GAUGE FOR FOAM TANK
TANK 38"H X 46"W X 60"L WITH 30" L PUMP PLATFORM
FILL TOWER WITH 3" VENT OVERFLOW AND 3" SUCTION, VORTEX BREAKER, 1" NPT TANK FILL &
TWO ADJUSTABLE HOSE REEL MOUNT TRACKS

PUMP

HALE HPX200 -B18 WITH 18 HP B&S VANGUARD V-TWIN GASOLINE ENGINE
3" PUMP INTAKE, 2.5" PUMP DISCHARGE
ALL VALVES TO BE QUARTER TURN BRASS WATER SERVICE
STAINLESS STEEL BLOCK DISCHARGE MANIFOLD & PLUMBING
ONE 2.5" TANK TO PUMP VALVE
ONE 2.5" SUCTION VALVE WITH CHROME FEMALE SWIVEL ADAPTER, PLUG & CHAIN
ONE 1.5" DISCHARGE VALVE WITH CHROME ADAPTER, CAP & CHAIN
ONE 1" DISCHARGE VALVE WITH BRASS ADAPTER, CAP & CHAIN
ONE 1" TANK FILL / RE-CIRCULATE VALVE
LIGHTED CONTROL PANEL WITH THROTTLE, MASTER SWITCH, PUSH- BUTTON START, CHOKE
CONTROL, LOW OIL PRESSURE LIGHT, HOSE REEL BUTTON, ONE 2.5" 0-400 PSI DISCHARGE
GAUGE, CLASS ONE ELECTRONIC LED TANK LEVEL GAUGE FOR WATER
FOAM PRO 1601 PROPORTIONER
6 GALLON FUEL TANK IN POLY BOX
COLOR CODED LABELS
BATTERY WITH BATTERY BOX

TOTAL FOR SKID UNIT..... \$18,663.61

**Note: Price is using standard Wildfire 400/10 tank configuration ADD \$800.00 for custom tank
to customer specifications**

Crate & Freight to Bronson, FL.....\$900.00

Eight Week Lead Time

Don Gibson
don@wildfiretruck.com

David Evans
david@wildfiretruck.com



Truck & Equipment Sales

Dear Customer,

Thank you for purchasing a brush firefighting skid unit. We at Wildfire Truck & Equipment Sales, Inc. are committed to providing you with the very best fire equipment and brush fire apparatus available to the fire service today. The following information is to assist you with any questions concerning your equipment you may have.

For additional sales or information please call:
Wildfire Truck & Equipment Sales @ 1-888-452-2701

Skid Warranty

Wildfire Truck & Equipment Sales
1-888-452-2701
1 year from date of delivery

Pump Warranty

Hale Products, Inc.
1-610-825-6300
2 years from date of delivery

Pump Engine Warranty

Briggs & Stratton Corporation
1-414-259-5262
3 years from date of delivery

Hose Reel Warranty

Hannay Reels, Inc.
1-877-467-3357
1 year from date of delivery

Tank Warranty

H. Rubio International Services, Inc. thru Wildfire
1-888-452-2701
Limited Lifetime warranty

Once again Thank You for using Wildfire Truck & Equipment Sales, Inc. for your equipment needs.

Ship to address: 5313 Big Six Street | Alvarado, TX 76009 | Phone: (817) 783-3833
Bill to address: 1111 West Abram Street | Arlington, TX 76013 | Phone: (817) 459-2001

Phone: (800) 452-2701 | Fax: (817) 783-6622
www.brushtruck.com

**Levy County Board of County Commissioners
Agenda Item Summary**

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

ROAD/BRIDGE- CASEY DUQUETTE X3358

2. MEETING DATE:

3/22/16

3. REQUESTED MOTION/ACTION:

Approval of Adopt a Road agreement with the Litter Busters on CR 337

4. 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

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

The Litter Busters (Mr. Bets and Mrs. Hydue) have agreed to pick up trash for one mile on CR 337 from CR 326 to SE 37th Lane.

6. 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_X NO	YES_ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

**ADOPT - A - ROAD
LITTER REMOVAL AGREEMENT**

THIS AGREEMENT made and entered into this 1st day of MARCH, 2016, by and between Levy County, a political subdivision of the State of Florida, hereinafter called "the COUNTY" and LITTER BUSTERS
(Name of Group)
of 11351 SE 37th Lane, MORRISTON 32668
(Address of Group) hereinafter called "the GROUP."

WITNESSETH

WHEREAS, CR 337
(Road Name or Number) is a part of the County road system in Levy County, Florida; and

WHEREAS, the COUNTY has responsibility for operation and maintenance of the County road system; and

WHEREAS, the COUNTY is authorized to contract with the private sector for performance of some of its duties; and

WHEREAS, the GROUP is desirous of adopting a one (1) miles +/- section of road to remove litter on CR 337
(Road Name or Number)
from CR 326
(Starting point) to SE 37th lane
(Ending point)
(hereinafter referred to as "the adopted road").

NOW, THEREFORE, the parties agree as follows:

- I. THE GROUP SHALL:
- A. Perform litter removal on the adopted road in accordance with the Florida Department of Transportation's Accident Prevention Manual, Safe Field Practices, the Florida Manual on Uniform Traffic Control Devices (MUTCD), and the Florida Department of Transportation Design Roadway and Standard Index 601 and 602 (610 for interstate), all of which by this reference are incorporated herein.
 - B. Conduct and attend safety meetings and pre-task briefings prior to litter removal, in accordance with the Florida Department of Transportation's Accident Prevention Procedures Manual which is made a part hereof by this reference. Safety Meetings shall be held not less than every six (6) months.
 - C. Remove litter during daylight hours only.
 - D. Remove litter during good weather conditions only.

- E. Contact the COUNTY Road Department ("the Department") at 620 North Hathaway Avenue, Bronson, Florida, 32621, (352) 486-5124 during the Department's business hours to arrange an appropriate litter removal schedule. Litter removal will be required to be performed a minimum of four (4) times a year during the term of the agreement, with recommended pick-ups of once a quarter.
- F. Ensure that all participants wear safety vests at all times during the litter removal activity. The Department should be contacted to obtain safety vests, traffic control signs, and litter collection bags at least five (5) work days prior to litter removal activity. The GROUP and the Department shall determine a mutually convenient time and place for pick up by the GROUP or delivery by the Department of the safety vests, traffic control signs, and litter collection bags and for return the same when this Agreement has expired or has been otherwise terminated.
- G. Not pick up litter at construction sites, in tunnels, on bridges or over-passes, or on medians.
- H. Only allow such persons to participate as are determined by the GROUP to be responsible enough to safely participate in litter removal activities. Participating youths must be at least 12 years of age and the GROUP shall provide at least one adult supervisor for every 5 youths, ages 12-15, who are participating in the litter removal activity. There shall at all times be at least one person over the age of 18 who is generally responsible on site for supervising all litter removal activities. A signed consent and release form must be returned to the Department prior to any minor's participation in any litter removal. A copy of the consent and release form approved by the Department will be provided to the GROUP.
- I. Not bring persons to observe the activity if the person is under the age of 16 and is not an official participant.
- J. Not wear clothing which will hinder the sight of participants.
- K. Have each participating member sign a release form prior to each litter removal and return the signed forms to the Department prior to each litter removal. A copy of the release form approved by the Department will be provided to the GROUP.
- L. Instruct each participating member to read and follow any roadside safety recommendations adopted by the Department, prior to each litter removal.
- M. Place filled trash bags at a convenient location determined by the Department and the GROUP for pickup and disposal by the COUNTY. At the option of the Department, such location may be a sign acknowledging the litter removal

activities of the GROUP, which sign will be erected and installed by the Department.

- N. Park any vehicles clear of the adopted road and at least 20' from the edge of pavement.
- O. Place cautionary traffic control signs which have been provided by the COUNTY through the Department near the adopted road during litter removal. Placement instructions will be provided to the GROUP by the Department prior to litter removal efforts.
- P. Have every participating member wear safety vests provided by the COUNTY through the Department during litter removal.

II. THE COUNTY SHALL:

- A. Provide safety vests, traffic control signs, and litter collection bags for use by the GROUP during clean ups and pre-printed forms approved by the Department for use by the GROUP. At the option of the Department, the COUNTY also may install sign(s) acknowledging the litter collection activities of the GROUP under this Agreement.
- B. Remove litter collection bags from adopted road section when bags are placed at the location determined by the Department and the GROUP.
- C. Remove certain litter under unusual circumstances at the request of the GROUP. Such unusual circumstances may include the presence of large, heavy, or hazardous items at or near the adopted road.

III. In consideration of the provision of safety vests, traffic control signs, and supplies for litter removal, the GROUP covenants and agrees that it will indemnify and hold harmless the COUNTY and all of the COUNTY's officers, agents, and employees from any liability, claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the GROUP during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the COUNTY or said parties may be subject.

IV. In consideration of safety vests, traffic control signs, and supplies for litter removal, the GROUP covenants and agrees that it will indemnify and hold harmless the COUNTY and all of the COUNTY's officers, agents, and employees from any liability, claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by any third party, during the GROUP's performance of this Agreement, whether direct or indirect, and whether to any person or property to which the COUNTY or said parties may be subject.

- V. This Agreement shall remain in effect for two years from the date first above written. Upon the expiration of the initial term of this Agreement, this Agreement shall be automatically renewed for an additional two-year term. There shall be no automatic renewal of this Agreement, however, if either the GROUP or the Administrative Superintendent of the Road Department, or his/her designee or successor in administrative duties, provides written notice to the other of its intention not to renew this Agreement at least thirty (30) days prior to the expiration of the initial two-year term of this Agreement.
- VI. If the COUNTY desires to terminate this Agreement due to default or failure by the GROUP to fulfill one or more of its obligations under this Agreement, the COUNTY shall first provide written notice to the GROUP of the nature of such default or failure. If such default or failure by the GROUP has not been cured within fifteen (15) days of receipt of notice thereof by the GROUP, then the COUNTY may terminate this Agreement upon thirty (30) days' written notice to the GROUP of its intent to terminate.
- VII. The GROUP shall not assign or transfer this Agreement in whole or in part, without the prior written consent of the COUNTY.
- VIII. This Agreement is for litter removal activities only. No beautification activities are authorized by this Agreement.
- IX. The COUNTY's Administrative Superintendent of the Road Department, or his/her designee or successor in administrative duties, shall serve as the representative for the COUNTY and the Department for the purposes of sending or receiving any notices provided for under this Agreement, providing the materials and forms necessary for the GROUP to conduct a litter removal, collecting the materials the GROUP returns to the COUNTY before and after a litter removal, coordinating litter removals with the GROUP, making determinations for the Department as set forth in this Agreement, and acting as a contact between the COUNTY and the GROUP to answer minor questions the GROUP may have regarding the litter removals and the procedures involved in litter removals.
- X. Any notices permitted or required to be given hereunder must be sent to the party intended to receive such notice at the address listed below:

If to the GROUP: Wm. W. Betz / D.L. Hyde 486-8462
11351 SE 37th Lane
MORRISTON FL 32668

If to the COUNTY: Administrative Superintendent (or successor)
 Levy County Road Department
 P. O. Box 336
 Bronson, FL 32621-0336

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

Witness

LITTER BUSTERS
Name of GROUP

Witness

William W. Betz D.L. Hyde
Authorized Representative's Signature

WILLIAM W. BETZ D.L. Hyde
Typed or Printed Name & Title

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA

John Meeks, Chair

ATTEST:

Danny J. Shipp, Clerk of Court

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Anne Bast Brown
Anne Bast Brown, County Attorney

**Levy County Board of County Commissioners
Agenda Item Summary**

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

ROAD/BRIDGE- CASEY DUQUETTE X3358

2. MEETING DATE:

3/22/16

3. REQUESTED MOTION/ACTION:

Approval to purchase a mower head (Alamo 60" Machete Rotary Cutter) attachment for \$15,342.00)

4. 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

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

The Levy County Road Department is requesting to purchase a mower head attachment that will allow the trimming crew to cut back limbs and brush while not disrupting traffic patterns on our small limerock county roadways. It will increase productivity as well as insure safety of the public by not having excess safety zone road blocks to drive through during the tree trimming process. The cost for the cutter is \$15,342.00 and the company is AgPro in Ocala that we will be purchasing from.

6. 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 X NO	YES _ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:



Quote Id: 12840456

Prepared For:
Levy County Road Department

Prepared By: **Michael Sleeper**

Ag-pro
1895 Nw 63rd Street
Ocala, FL 34475
Tel: 352-351-2383
Fax: 352-351-2523
Email: msleeper@agproco.com

Date: 25 February 2016

Offer Expires: 24 March 2016

Confidential



Quote Id: 12840456

25 February 2016

Levy County Road Department
Po Box 336
Bronson, FL 32621

Thank you for giving Ag-Pro the opportunity to quote you on this purchase. We strive to give every customer the best equipment at the very best price possible.

Thanks Again,

AG-Pro Companies
Michael Sleeper
352-351-2383
Ag-pro

Confidential

No. 0501 P. 2

Feb. 25. 2016 9:21AM



Quote Summary

Prepared For:
Levy County Road Department
Po Box 336
Bronson, FL 32621
Business: 352-486-5124

Prepared By:
Michael Sleeper
Ag-pro
1695 Nw 63rd Street
Ocala, FL 34475
Phone: 352-351-2383
msleeper@agproco.com

Quote Id: 12840456
Created On: 25 February 2016
Last Modified On: 25 February 2016
Expiration Date: 24 March 2016

Equipment Summary	Selling Price	Qty	Extended
ALAMO 60" MACHETE ROTARY CUTTER	\$ 15,342.00 X	1 =	\$ 15,342.00
Equipment Total			\$ 15,342.00

Quote Summary	
Equipment Total	\$ 15,342.00
SubTotal	\$ 15,342.00
Total	\$ 15,342.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 15,342.00

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment

Quote Id: 12840456

Customer: LEVY COUNTY ROAD DEPARTMENT

ALAMO 60" MACHETE ROTARY CUTTER				
Hours: 0				
Stock Number:				
				Selling Price
				\$ 15,342.00
Code	Description	Qty	Unit	Extended
ALAMO INDUSTRIAL	60" MACHETE ROTARY CUTTER FOR MB21 BOOM	1	\$ 17,635.00	\$ 17,635.00
Suggested Price				\$ 17,635.00
Customer Discounts				
Customer Discounts Total			\$ -2,293.00	\$ -2,293.00
Total Selling Price				\$ 15,342.00