

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE: Levy County Public Library System (486-555)	2. MEETING DATE: 04/19/2016
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3. REQUESTED MOTION/ACTION: Informational only

4. Agenda Presentation Time Requested: <u> 10 </u> (Request will be granted if possible) ALLOTTED TIME NOT	5. 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
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6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Informational only. PAL Library Co-operative is applying for Federal grant funds that will be of great value to citizens of Levy County.

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:

PAL Public Library Cooperative

LSTA Grant 2016

The PAL Cooperative will be applying for a grant for fiscal years 2016 and beyond under the Library Services and Technology Act (LSTA). The grant has not yet been submitted. Part of any funds received will be used in Levy County.

Although no action is required, we want the Levy County BOCC to be aware of the PAL grant application. Grant funds for Levy County are anticipated to be spent as follows:

- 1. Mobile Technology Unit**
- 2. Technology Facilitator (PAL employee)**
- 3. Mobile Wifi Hotspots**

For information only.

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE: Levy County Parks and Recreation	2. MEETING DATE: April 19, 2016
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3. REQUESTED MOTION/ACTION:
 Approval of use of Impact Fees at Blue Springs

4. Agenda Presentation Time Requested: <u> 10 </u> min. (Request will be granted if possible) ALLOTTED TIME Not MORE THAN 15	5. IS THIS ITEM BUDGETED (IF APPLICABLE) ?: Yes ___ No ___ <i>IF NO, STATE ACTION REQUIRED</i> BUDGET ACTION: FINANCIAL IMPACT SUMMARY STATEMENT: DETAILED ANALYSIS ATTACHED?: Yes ___ No ___ BUDGET OFFICER APPROVAL _____ DATE _____
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6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

IN ORDER TO CLARIFY, PREVIOUSLY SUBMITTED TO BOCC AT MEETING HELD OCTOBER 20, 2015. THE R.I.V.E.R. GRANT THROUGH SUWANNEE RIVER WATER MANAGEMENT DISTRICT IS FOR RENOVATIONS/IMPROVEMENTS AT BLUE SPRINGS. THE SRWM DISTRICT'S SHARE IS \$190,000. LEVY COUNTY'S IN-KIND SHARE IS \$110,000 WHICH IS NOW BEING UTILIZED & IS ELIGIBLE FOR USE FROM THE COUNTY'S IMPACT FEE FUNDS. IT ENCOMPASSES CONSTRUCTION OF SEAWALL STOP BANK TO PREVENT EROSION AND 5 PAVILIONS INCLUDING PICNIC TABLES & GRILLS.

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:

Regional Initiative Valuing Environmental Resources (RIVER)

Application for Funding Assistance

Project Name: Levy County Blue Springs

Cooperator: Levy County Board of County Commissioners

Department: Levy County Parks & Recreation

Contact Person: Matt Weldon

Address: PO Box 248 (620 N. Hathaway Ave)

City: Bronson

State: FL

ZIP: 32621

Phone: 352.486.5127

Email: Weldon-matt@levycounty.org

Project Core Mission Areas: (Check all that apply throughout the application.)

Water Supply

Water Quality

Flood Protection

Natural Systems

Project Category:

Water Supply

Water Conservation

Erosion & Sediment Control

Flood Protection

Flood Protection Maintenance

Natural System Conservation

Natural System Restoration & Enhancement

Reclaimed Water

Water Quality Maintenance & Improvement

Water Resource Development

Springs Restoration & Protection

Indicate All Counties to Benefit from Project:

Alachua

Baker

Bradford

Columbia

Dixie

Gilchrist

Hamilton

Jefferson

Lafayette

Levy

Madison

Putnam

Suwannee

Taylor

Union

Watershed or Basin (see attached map):

Alapaha River

Aucilla River

Coastal Rivers Basin

Santa Fe River Basin

Suwannee River Basin

Upper Suwannee River

Waccasassa River Basin

Withlacoochee

If you intend to submit a paper version of this application, please note that some text may not be visible (print) depending on the amount you enter in each form field. Please use a separate sheet for lengthy answers.

Project Description: Levy Blue Springs is a highly altered spring in need of restoration. Legend is that the spring was blasted with dynamite in the mid-20th century. The previous blasting and runoff has caused a large accumulation of sediment and blasting debris in and around the vents of Levy Blue Spring. Little Levy Blue Spring is set off in more of a natural setting near the main spring of Levy Blue Springs. Over the years, debris and sediment has accumulated in the spring vent. The District and County's main goal is to remove the accumulated sediments from the spring vents and spring run to attempt to reestablish flows. Removal of the accumulated sediments and debris from the spring vents and spring run will be done with a combination of vacuum dredging, mechanically and by hand. The project would also incorporate the demolition of 2 abandoned septic tanks near the spring area and paving of the lime rock parking area. Parking area to be paved with a retention pond constructed to eliminate runoff thus reducing sediment loads that presently impacts the springs and the surrounding natural wetlands. Additionally, rehabilitation of the existing seawall and stabilization of banks around the spring will also greatly reduce the amount of bank erosion thus reduction of sediments being deposited in the spring area. The sediments removed will be loaded on County trucks after drying and used by the County as fill. Levy County is a REDI community, but the county will be provided funds from impact fees collected for parks. Additionally in-kind services will be performed such as construction of retention area for dredging, paving, administration and removal of abandoned septic systems.

Project Goals, Objectives, Benefits:

ESTIMATED POLLUTANT LOAD REDUCTIONS (IF APPLICABLE): Restore the natural flows, reduce sediment loadings, and improve water quality while improving the appearance of the springs. As a result of the maintenance dredging, nutrients will be removed from the spring run; springs flows and water quality should improve once the sediment and debris have been removed.

Project Measures:

How much water is conserved? N/A

How much area of flood protection is provided? N/A

How much impervious area is being treated? The entire parking area is 4200 sq. yards

How much natural area is being restored? The entire footprint

Project Measures: (continued)

How much storage volume is provided? The parking lot is approximately 4200 square yards. It will drain into a retention pond that the county will construct located north side of the property.

How many wells or septic tanks removed/abandoned? Removing 2 septic tanks.

How many customers/residents/businesses served by the proposal? The spring is open annually from April 1st till October 1st . This year we had to close 3 weeks early due to black water from heavy rains. We had 20,043 people attended in 2015 at Levy Blue spring. This is equal to half of the population of the entire county.

Sediment load reduction? 1200 cubic yards of sand and sediment will be removed from the spring boils. Bank stabilization, paving of the parking lot and repairing the sidewalk will greatly reduce the sediment load being washed into the spring.

How much area stabilized? This project will pave a 4200 sq. yards parking lot. Repairing of the sidewalk and retaining wall in the spring area

Nutrient load reduction? Not able to measure exact amount of reduction from the removal of the 2 unused septic systems will be removed

Other measures? (Please explain.) Spring flow measurements will be conducted before and after dredging to determine increase in spring flow.

Project location map attached

Project photos attached

Conceptual plans attached

Project has been approved by your commission or final authority. (Please explain.)

This project was presented before the Levy County BOCC on Oct. 20 2015. Approved 5-0 agenda included

Matching Fund Reduction:

(x) Check here if requesting a reduction in matching funds requirement pursuant to s. 288.06561, F.S. Levy County is an R.E.D.I. county

Check here if submitting more than one application.

X Check here if this project is the highest priority. Please explain. Levy Blue Springs and Little Blue are by far the foremost contributor to the Waccasassa River Basin. In 2008 the drought effected these springs so strongly the district and the county were afraid the Waccasassa River was going to back flow into the spring vent into the aquifer luckily this did not happen it was at a historical low. So to help take pressure off this vital spring system Levy County believes these two spring are of the utmost importance to the Florida aquifer and the ecosystem of the Waccasassa River basin and the citizens of Levy County. Blue Springs is a very popular swimming destination for visitor from all over the world we had over 20,000 visitor this year alone some from as far away as the Netherlands. So yes we hold this project as a top priority for the citizens of Levy County.

Describe your organization's efforts in developing, implementing, and enforcing water shortage and other water conservation initiatives: (Please explain.) The Levy County BOCC has already adopted the water conservation ordinance as set forth by SRWMD. See attached

X Did your organization adopt an ordinance to enforce the District's water shortage order when declared? If so, please provide a copy with your submittal. Please note that an adopted water shortage ordinance is not required to apply for the cost share funding, but if your application is selected for funding an ordinance must be adopted by the government agency prior to invoice processing. See attached

Funding Sources:

Applicant's Share

In-Kind Services: cash/labor

Cash: \$110,000.00 = source Impact fee Parks & REC.

Other Sources: Construction labor at a reduced rate and Administration of project.

Total Applicant's Share: \$110,000.00

District's Requested Share: \$190,000.00 =R.I.V.E.R.

Total Cost: \$300,000.00

X Engineer's estimate attached

X Detailed cost break down of in-kind services (if being applied) attached

Project Schedule Milestones:

- (1) Hire a contractor to preform Ground Penetrating Radar on both springs to give us a better scope of work to more efficiently preform the sediment removal. The county will bid this out should be ready to start by December 2015. \$15,000.00

(2) Remove a total of 1200 cubic yards of sand, loose rock and sediments from both springs vent areas. If awarded the county should have a contractor ready to begin within 90 days. \$ 105,600.00

(3) Restoration of seawall stop bank erosion from washing into spring. We should complete this by March 2016 \$14,000.00

(4) Pave parking lot build a retention pond to contain runoff. Schedule time of completion will depend on the project staying on schedule this will be the last step of completion due to the parking area is also going to be our retention area for the dredging. \$120,000.00

(5) Remove mound septic system from behind bathroom area. Crush and fill old septic tank where attendant's trailer used to be. Schedule Time of completion is February 2016 \$1,000.00

(6) Construction of 5 pavilions completion date estimated April 2016 \$8,000.00

Signature: *Martin K Wells*

Title: Director Levy County Parks & Rec.

Date: *10-29-15*

**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

October 29, 2015

Suwannee River Water Management District
9225 CR 49
Live Oak, Florida 32060

RE: Regional Initiative Valuing Environmental Resources (RIVER)
2015-2016 Grant Application
Blue Springs Park
Levy County, Florida

Dear Sir or Madam:

In accordance with Fla. Statute 288.0656, Levy County, Florida, has been identified and designated as a Rural Area of Critical Economic Concern. Through the provisions of the Rural Economic Development initiative program (REDI), our county is eligible to request a waiver of matching fund requirements when applying for grants for projects within our area.

Therefore, the Levy County Board of County Commissioners requests a waiver of the matching fund requirements in the above referenced grant application.

Sincerely yours,

John Meeks, Chairman
Levy County Board of County Commissioners

JM/smb

*Levy County Board of County Commissioners
Agenda Item Summary*

1. NAME/ORGANIZATION/TELEPHONE: Levy County Tourist Development Council and Visitors Bureau-Carol McQueen 486-3396	2. MEETING DATE: April 19, 2016
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3. REQUESTED MOTION/ACTION:
 Levy County Tourist Development Council's recommendations for Tourist Development Council TOURISM INDUSTRY vacant seat: Tracey Ann Allen-Owner, Tiger Island Hog Hunts, 2871 SW county Road 347, Cedar Key, FL 32625

4. AGENDA PRESENTATION TIME REQUESTED: (REQUEST WILL BE GRANTED IF POSSIBLE)	5. Is This Item Budgeted (If Applicable)?: YES ___ NO <input checked="" type="checkbox"/> (If No, State Action Required) BUDGET ACTION: FINANCIAL IMPACT SUMMARY STATEMENT: DETAILED ANALYSIS ATTACHED? YES ___ NO <input checked="" type="checkbox"/> FUNDING SOURCE:	BUDGET OFFICER APPROVAL ___ DATE: ___ ACCOUNT NUMBER:
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6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

On February 10 and February 18, 2016 newspaper advertisements were run seeking applications for the vacant seats on the Tourist Development Council. Ads ran in all newspapers: Levy County Journal, Williston Pioneer, Cedar Key Beacon, Chiefland Citizen, and The Newscaster. On March 3, 2016 the Levy County Tourist Development Council met at their regular meeting and voted to make the following recommendations to the Levy County Board of Commissioners:
VOTE : Requesting approval of the Levy County Tourist Development Council's recommendation to appoint the following person to the Levy County Tourist Development Council: TOURISM INDUSTRY SEAT: Tracey Ann Allen, Tiger Island Hog Hunts Term from April 16, 2016 until April 15, 2020.

Current TDC Members:
ACCOMMODATION SEAT: Kathy Carver, Mermaids Landing
ACCOMMODATION SEAT: Heidi Schiebert- Two Hawk Hammock
ACCOMMODATION SEAT: Helen Ciallella- B's Marina and Campground
TOURISM INDUSTRY SEAT: Daryl Kirby, Kirby Family Farm
TOURISM INDUSTRY SEAT: Captain Rick LeFiles, Osprey Guides Service
GOVERNMENT SEAT -LEVY COUNTY BOCC: Chairman John Meeks
GOVERNMENT SEAT-WILLISTON CITY COUNCIL: Councilman Danny Etheridge
GOVERNMENT SEAT-CHIEFLAND CITY COMMISSION: City Commissioner Teresa Barron
 Levy County Tourist Development Council Member List is featured on www.visitlevy.com under Get More Info.

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

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

Department Director Yes <input checked="" type="checkbox"/> No ___	Other Yes <input checked="" type="checkbox"/> No ___	Other Yes ___ No ___	Other Yes ___ No ___	County Attorney Yes <input checked="" type="checkbox"/> No ___	County Coordinator Yes ___ No ___
TDC				4/5/16	

8. COMMISSION ACTION:
 ___ APPROVED
 ___ DENIED
 ___ DEFERRED DATE TO BRING BACK:
 ___ OTHER SPECIFY:

April 6, 2016

Levy County Board of Commissioners:

At the April 5, 2016 BOCC meeting, this item was 'tabled' until County Attorney, Anne Bast Brown could review to see if there was a conflict of interest with Ms. Allen's appointment and being related to one of the commissioners.

County Attorney, has determined there isn't a conflict of interest and Ms. Tracey Ann Allen may be considered for appointment to the Levy County Tourist Development Council.

Thank you.

Carol McQueen

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

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:
SHIP-Marlon Gayle

2. MEETING DATE:
April 19, 2016

3. REQUESTED MOTION/ACTION:

Board to Approve Resolution 2016-23 approving SHIP Local Housing Assistance Plan (LHAP) for submission to Florida Housing Finance Corporation.

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)

Board to approve SHIP Local Housing Assistance Plan (LHAP) for Fiscal Years 2016/2017, 2017/2018 and 2018/2019 in accordance with Florida Statutes 420.907-420.9079 of the Florida Statute. Current LHAP will expire June 30, 2019.

1. Resolution approving plan
(Requires Chairman signature)
2. Certification of Report Submission
(Requires Chairman signature)
3. Approval of Exhibit J to LHAP
(Requires Chairman signature)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES <input checked="" type="checkbox"/> NO	YES <input type="checkbox"/> NO				

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

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F. Ordinance: (If changed from the original creating ordinance)	N/A
G. Interlocal Agreement	N/A
H. Other Documents Incorporated by Reference	N/A
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supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs. When SHIP funds are used as leverage with Community Development Block Grant (CDBG) funds, the Levy County Commissioners have adopted the guidelines attached in Exhibit J.

G. Public Input:

Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach:

SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

Levy County advertises in the Levy County Journal and will also advertise on the county website, levycounty.org.

I. Waiting List/Priorities:

A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time applications were submitted as well as any established funding priorities as described in this plan. Priorities for funding described/listed here apply to all strategies unless otherwise stated in the strategy:

1. Special Needs Households
 - a. Extremely Low
 - b. Very low
 - c. Low
 - d. Moderate
2. Essential Services Personnel
 - a. Extremely Low
 - b. Very low
 - c. Low
 - d. Moderate
3. After Special Needs Set-asides and ESP goals are met
 - a. Extremely Low
 - b. Very Low
 - c. Low
 - d. Moderate

J. Discrimination:

In accordance with the provisions of ss.760.20-760.37 F.S., it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget:

A line-item budget of proposed Administrative Expenditures is attached as Exhibit A. LEVY COUNTY finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: "A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs." Levy County has adopted the above findings in the resolution attached as Exhibit E.

Q. Program Administration:

Administration of the local housing assistance plan will be wholly performed and maintained by the Levy County.

Or

A third party entity or consultant will be contracted for all of part of the administrative of the program. The name of the entity is: N/A.

The administrative duties they will provide are:

R. Project Delivery Costs:

In addition to the administrative costs listed above, the county may charge a reasonable project delivery cost to cover inspections performed by non-county employees for rehabilitation projects. This includes but is not limited to lead base paint test. The fee will not exceed 2% of the contracted SHIP award and will be included in the amount of the recorded mortgage and note.

S. Essential Service Personnel Definition:

For purpose of SHIP funding, the county considers the following groups as Essential Services to our county: First Responders, Educators in K-12, Nurses, Active Military, National Guard stationed in the county.

T. Describe efforts to incorporate Green Building and Energy Saving products and processes:

Levy County will, when economically feasible, employ the following Green Building

who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.

b. Fiscal Years Covered:

2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served:

Extremely Low, Very Low, Low and Moderate

d. Maximum award:

INCOME CATEGORY	DOWN PAYMENT / CLOSING COST ASSISTANCE WITH REHABILITATION
Extremely Low	
Existing	\$30,000 or The lesser of 20% of purchase price plus up to an additional \$5000 for REHAB, \$30,000 or The lesser of 20% of purchase price,
New Construction	
Very Low	
Existing	\$30,000 or The lesser of 20% of purchase price plus up to an additional \$5000 for REHAB, \$30,000 or The lesser of 20% of purchase price,
New Construction	
Low	
Existing	\$27,000 or The lesser of 17% of purchase price plus up to an additional \$5000 for REHAB, \$27,000 or The lesser of 17% of purchase price,
New Construction	
Moderate	
Existing	\$25,000 or The lesser of 15.5% of purchase price plus up to an additional \$5000 for REHAB, \$25,000 or The lesser of 15.5% of purchase price,
New Construction	

e. Terms:

1. *Loan/deferred loan/grant:* Deferred Payment Loan secured by a recorded subordinate mortgage and note.
2. *Interest Rate:* Zero-Interest
3. *Term:* 10 Year
4. *Forgiveness/Repayment:* Payment in full is due upon sale if sold within the

the homebuyer education workshop provided by the Neighborhood Housing and Development Corporation and Neighborworks America.

3. Be extremely low, very low, low or moderate income under applicable U.S. Department of Housing and Urban Development income guidelines, as dated and distributed annually by the Florida Housing Finance Corporation.
4. Be pre-approved for a first mortgage through a lending institution, as evidenced by a complete lender's approval form (Exhibit 1 and Exhibit L included in the Lenders' Pre-Approval Package to the SHIP Application), which allows participant to submit SHIP application.
5. Be able to contribute a minimum of \$1,000 towards any prepaid cost.
6. Applicants may only use SHIP funds once within a lifetime.
7. Mobile or manufactured homes are ineligible for this program.
8. Applicant agrees to maintain homeowner insurance on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained for the duration of the DPL and shall list the Levy County Board of County Commissioners as a mortgage in the loss-payable provision thereof as its interest may appear.

g. Sponsor/Developer Selection Criteria: N/A

h. Additional Information:

Applicants must secure a first mortgage by an approved lender. Maximum property values shall not exceed maximum purchase price for new or existing single family housing as established by the Housing Delivery Goals Chart

B.

Owner Occupied Rehabilitation	Code 3
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a. Summary of Strategy:

SHIP funds will be awarded for rehabilitation defined as repairs or improvements which are needed for safe or sanitary habitation, correction of code violations, and the creation of additional living space to correct overcrowding in owner occupied homes in Levy County. Cosmetic items may be included on rehabilitation projects if funds are available after completing all required repairs listed above.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the Property is leased or rented. The consequence of a default will be recapture.

A subordination of this deferred payment mortgage will only be approved under the guidelines of the Subordination Policy established by the County's SHIP Program which is attached to this LHAP as Exhibit I.

f. Recipient Selection Criteria:

1. Applicants meeting the following threshold requirements will be served on a first qualified, first served, however, should more applications be received than funding allows, names will be placed on a waiting list based on time and date received. Applicants will be ranked for assistance with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I. (I) of this plan.
2. Applicants must own and occupy the assisted property as a principal residence.
3. Applicants may only use SHIP funds once within a lifetime.
4. Mobile or manufactured homes are ineligible for this program.
5. Applicant agrees to maintain homeowner insurance on property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained during the duration of the DPL and shall list the Levy County Board of County Commissioners as a mortgage in the loss-payable provision thereof as its interest may appear.
6. All property taxes/assessments must be current, there may not be any judgments or liens and any first mortgage must be current on said property.
7. Maximum property values shall not exceed maximum purchase price for new or existing single family housing as established by the Housing Delivery Goal chart.

g. Sponsor/Developer Selection Criteria: N/A

1. *Loan/deferred loan/grant:* Deferred Payment Loan secured by a recorded mortgage and note.
2. *Interest Rate:* 0%
3. *Term:* 10 years
4. *Forgiveness/Repayment:* Payment in full is due upon sale if sold within the 10-year term. As long as the recipient continues to own the assisted property and live in the property as their principal residence during the term of the mortgage, then the loan will be forgiven.

A portion of the deferred payment rehabilitation mortgage may be forgiven in cases where the loan-to-value ratio exceeds 100% and the home must be sold due to a catastrophic event (i.e. borrower's death or divorce, and extended illness of the borrower or a close family member who depends primarily on the borrower for support, etc). A repayment from this program shall be considered recapture.

5. Default/Recapture:

Default of the loan occurs if the Mortgagor no longer resides in the home as the principal residence or if any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if Mortgagor is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the Property is leased or rented. The consequence of a default will be recapture.

A subordination of this deferred payment mortgage will only be approved under the guidelines of the Subordination Policy established by the County's SHIP Program which is attached to this LHAP as Exhibit I.

f. Recipient Selection Criteria:

1. Applicants meeting the following threshold requirements will be served on a first qualified, first served, however, should more applications be received than funding allows, names will be placed on a waiting list based on time and date received. Applicants will be ranked for assistance with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I. (I) of this plan.

for a determination as to meeting these criteria.

Currently, Levy County has established policies and procedures which waive fifty (50) percent of building permit fees for new construction affordable housing projects assisted with SHIP funding, which benefit very low, low and moderate income households. Levy County staff monitors and gives priority to these applications on a first come first serve basis. All home rehabilitation projects or home repairs made with SHIP funds are given a fifty percent (50%) reduction of permit fees or a maximum charge of \$50.00, whichever is less.

B. Name of the Strategy: **Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

To determine if a locally proposed policy, procedure, ordinance, regulation or plan provision (proposal) increases the cost of housing, a copy of the proposal must be submitted to the State Housing Initiatives Program (SHIP) Administrator by the County department processing or making the proposal. This policy allows the SHIP Administrator to provide comments and raise concerns prior to the passage or implementation of the policy, procedure, ordinance, regulation or plan provision by the Board of County Commissioners.

C. Name of the Strategy: **Flexible lots for affordable housing**

As a means of reducing land and infrastructure costs for affordable housing projects, the following shall apply:

1. The minimum lot size is reduced to 3,000 square feet for construction in a single-family residential districts, with a commensurate reduction in lot width to 30 feet and lot depth of 70 feet, provided the property is located within a Municipal Service District and that both central water and sewer is available; and
2. There is no minimum lot size for affordable housing constructed in single-family residential districts.

LHAP 2009-001

Exhibit A

Revised: 6/2015

LEVY COUNTY

Fiscal Year: 2016-2017		
Estimated Allocation for Calculating:	\$	350,000.00
Salaries and Benefits		\$35,000
Office Supplies and Equipment	Clerks Funds	
Travel Per diem Workshops, etc.	Clerks Funds	
Advertising	Clerks Funds	
Other*	Clerks Funds	
Total	\$	35,000.00
		0.1
Fiscal Year: 2017-2018		
Estimated Allocation for Calculating:	\$	350,000.00
Salaries and Benefits		\$35,000
Office Supplies and Equipment	Clerks Funds	
Travel Per diem Workshops, etc.	Clerks Funds	
Advertising	Clerks Funds	
Other*	Clerks Funds	
Total	\$	35,000.00
		0.1
Fiscal Year 2018-2019		
Estimated Allocation for Calculating:	\$	350,000.00
Salaries and Benefits		\$35,000
Office Supplies and Equipment	Clerks Funds	
Travel Per diem Workshops, etc.	Clerks Funds	
Advertising	Clerks Funds	
Other*	Clerks Funds	
Total	\$	35,000.00
		0.1

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details:

Exhibit D

67-37.005(1), F.A.C.
Effective Date: 10/14

- (13) An interlocal entity shall have its local housing assistance trust fund separately audited for each state fiscal year, and the audit forwarded to the Corporation as soon as possible.
- (14) SHIP funds will not be pledged for debt service on bonds or as rent subsidies.
- (15) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (16) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to service eligible persons.
- (17) Rental Units constructed or rehabilitated with SHIP funds shall be monitored at least annually for 15 years for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e)
- (18) The Plan meets the requirements of Section 420-907-9079 FS, and Rule Chapter 67-37 FAC, and how each of those requirements shall be met.
- (19) The provisions of Chapter 83-220, Laws of Florida has or **X** has not been implemented.

Witness

Chief Elected Official or designee

Witness

Type Name and Title

Date

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY Anne Bast Brown
Anne Bast Brown, County Attorney

OR

Attest:
(Seal)

WHEREAS, the Levy County SHIP Department and the Board have prepared a three-year Local Housing Plan for fiscal years 2016/2017, 2017/2018, and 2018/2019, as part of the County's involvement in the SHIP program, for submission to the Florida Housing Finance Corporation, all as provided in Sections 420.907 through 420.9079, Florida Statutes; and

WHEREAS, the Board finds that it is in the best interest of the public for the County to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, LEVY COUNTY, FLORIDA:

Section 1. The Board hereby adopts the Local Housing Assistance Plan ("LHAP"), attached hereto and incorporated herein by this reference, for fiscal years 2016/2017, 2017/2018, and 2018/2019, for submission to the Florida Housing Finance Corporation as required by Sections 420.907 through 420-9079, Florida Statutes. By adoption of this Resolution, the Board hereby certifies that the LHAP conforms to the requirements of Section 420.9072, Florida Statutes, et seq., and Chapter 67-37, F.A.C.

Section 2. The Chair of the County Commissioners of Levy County is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the LHAP, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3. This Resolution shall take effect as of the date of adoption by the Board of County Commissioners.

DULY PASSED AND ADOPTED this the 19th day of April, 2016.

**BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA**

ATTEST: Clerk of the Circuit Court
And Ex Officio Clerk to the Board

John Meeks, Chairman

Danny J. Shipp

APPROVED AS TO FORM:



Anne Bast Brown, County Attorney

dependent which creates severe financial hardship, or major personal property losses requiring funds over and above what may be covered by insurance.

3. A request for subordination will not be forwarded to the Board of County Commissioners for consideration or granted under any of the following conditions:

- The loan to value ratio exceeds 100%;
- The housing debt to income ratio exceeds 33%;
- The total debt to income ratio exceeds 40%;
- The new loan is other than a fixed rate loan;
- The new loan that is proposed to be the priority mortgage will result in a cash amount to the applicant at closing;
- The purpose of the request includes payment of credit card debt or other loans, payment of school tuition, funding the purchase of a car or other vehicle, payment for minor emergencies that do not result in extreme financial hardship, including but not limited to car repair, minor home repair, appliance replacement, or routine home maintenance; or
- The mortgage lender and applicant fail to provide all required documentation.

4. In the event a subordination request is forwarded to the Board of County Commissioners for consideration, the request may not be placed on a Board of County Commissioners agenda for up to four (4) weeks after all of the following have occurred: submittal of all required documentation and information; completion of the County SHIP Department's review of such documentation and information; approval of the form and terms of the proposed subordination agreement by the county attorney. If the Board of County Commissioners grants the request for subordination and approves the final subordination agreement, the subordination agreement will be returned to the applicant for recording in the Official Records of Levy County, Florida. The applicant will provide a copy of the recorded subordination agreement to the County SHIP Department.

I. INTRODUCTION

This manual is a guide for operating the housing rehabilitation related aspects of the Levy County Community Development Block Grant (CDBG) program. The responsibilities of the County, the homeowner, construction contractor and the Housing Rehabilitation Specialist are specifically addressed in this manual. The major focus of this manual is on housing rehabilitation including demolition/clearance and the replacement of a dwelling. Relocation of households is also covered to a limited extent. The Anti-Displacement Policy should be consulted if displacement or permanent relocation becomes necessary.

The goal for the CDBG program is to rehabilitate substandard units located in the grant application area of emphasis and to bring them up to a minimum acceptable living standard. This standard is the HUD Section 8 Minimum Housing Quality Standard and the Housing Code prepared by the Southern Building Code Congress International. This goal will be achieved through the use of CDBG funds to contract for the required rehabilitation construction. The rehabilitation units to be assisted are currently owner occupied. A rental rehabilitation program is also included in the strategy for improving overall housing stock, if this type of housing is addressed in the future.

II. HOUSING REHABILITATION OBJECTIVES AND POLICIES

1. Objectives

The objectives of the County's Housing Rehabilitation Program are:

- 1.1. To encourage the revitalization of low-to-moderate income neighborhoods through a Housing Rehabilitation Deferred Payment Loan (DPL) Program.
- 1.2. To remove unhealthy or hazardous conditions in low-to-moderate income households.
- 1.3. To use Community Development Block Grant rehabilitation grant funds as a catalyst to encourage residents of low-to-moderate income neighborhoods to improve their community.
- 1.4. To preserve existing house stock.
- 1.5. To enable low-to-moderate income families to rehabilitate their homes by providing financial and technical assistance to those unable to obtain financing.
- 1.6. To reduce utility costs and to improve the comfort of low-to-moderate income families through weatherization aspects of rehabilitation.
- 1.7. To improve the property tax base in low-to-moderate income neighborhoods.

- 3.1. Has the applicant previously been furnished assistance and if so, when and under what circumstances? If the recipient received full code repair assistance within the last 10 years, then the recipient will be ranked last. If there is more than one recipient that has received full assistance, then they shall be ranked by the number of years since the repair (i.e. 10 year old repairs will be ranked higher than a 7 year old repair applicant). A former recipient cannot be assisted for five years and should not be served again until all other eligible recipients have received assistance. Applicants that have only received emergency repairs under non-CDBG programs shall be ranked on other criteria.
- 3.2. Very low-income households shall be ranked higher than low-to-moderate income households.
- 3.3. Applicants living in block, wood frame, mobile and manufactured housing shall be ranked equally.
- 3.4. Elderly, handicap, and families of 5 or more with children under 12 years of age applicants shall be given preference.
- 3.5. Applicants located in floodplains shall be ranked behind non-floodplain applicants.
- 3.6. Applicants that are not current on payments to the local government (i.e., garbage/trash bills, utilities, taxes, etc.) and mortgage/lien holders will not be considered until they are current on all described payments.
- 3.7. Applicants must have clear title to the property, or be current with the mortgage payment. Mobile or manufactured housing applicants must either have a clear title to the property the unit is located on, or be current with the mortgage payment. If the title to the property is held in a living trust for the applicant, than the title is deemed valid for purpose of this program.

The Citizen Advisory Task Force, or the grant consultant shall utilize the above stated criteria to rank order the applications received by the County. The CATF shall, at an official meeting, make a recommendation to the governing body concerning the ranking and at that time shall present any potential Conflicts of Interest discovered thus far. In addition, the local governing body and the Citizen Advisory Task Force Committee members must disclose in writing and at a public meeting of the same, any relationship with an applicant and must abstain from any vote related to that applicant. The same shall be recorded in the official meeting minutes. The governing body shall be responsible for approval of the final rank order.

4. Removal of Units from Program

The local governing body may remove a housing unit from the program for a change in household income, approved selection criteria, or for not complying with the minimum qualification procedures. If it is determined to be necessary to remove an applicant from the program, a letter will

If repayment of a DPL becomes due, the prorated principle balance will be due in full within thirty (30) days of the sale/transfer of ownership or the owner's cessation of primary residence at the property. If the owner is unable to make such a payment, the elected body may, at their discretion, allow repayment of the DPL over a term not to exceed ten (10) years, at a yield of not more than six percent (6%) per annum.

Homeowners whose household incomes do not exceed the HUD Section 8 low-to-moderate income limit will receive a Deferred Payment Loan for 100% of the cost of rehabilitation.

The maximum DPL for an owner-occupied, single-family dwelling is \$40,000. The maximum DPL for a mobile/manufactured home is \$24,000.

If rehabilitation costs require more than \$40,000 and the owner is unable to finance the additional cost, the governing body may authorize a DPL for the amount needed, however, care will be taken to assure that the work is not reconstruction and that funds are available to cover costs. The governing body is required to take a special vote for each housing unit that requires repair or replacement costs in excess of the approved cost limits. Grant application scoring indicates an average rehabilitation amount that is to be attained. Very high cost frequently adversely impact other units planned for rehabilitation, therefore the ability to maintain the necessary average must enter into the decision process.

As a general policy, a contingency amount of about 5% should be placed on reserve for change orders. Exceptions may be made to this rule if the owner provides a firm commitment to pay for all required changes exceeding the authorized loan limit, or if the Administrator determines that the situation does not require a contingency fund.

2. Scope of Rehabilitation Assistance

CDBG financing of housing rehabilitation is available for the following purposes:

- 2.1. correcting local housing code [Florida Building Code, (FBC)] and Section 8 standard violations;
- 2.2. providing cost effective energy conserving features;
- 2.3. making the dwelling accessible to handicapped and elderly occupants as necessary; and
- 2.4. correcting health and/or safety violations that may be present, including replacement of dilapidated or malfunctioning stoves or refrigerators and removal of lead-based paint hazards;

Construction such as adding a room or closing in a carport, etc. is eligible for rehabilitation financing only to eliminate over-crowding or to provide bathroom or laundry facilities. General property improvements are eligible for program funds when necessary to obtain an adequate level of

- 1.5. The property must be fully insured for flood insurance at the time housing repairs are made by the program, if the home is in the 100-year flood plain. The applicant is expected to voluntarily maintain the flood insurance for the duration of the DPL.
- 1.6. All applicants that may have a business or familial relationship with a member of the local governing body, the Citizen Advisory Task Force Committee, Housing Rehabilitation Specialist, Program Administrator and participating construction contractors must fully disclose this relationship at the time of the application, at the point in time in which the conflict occurs and definitely before a construction contract is executed. Conflicts of interest between applicants and participating contractors may not be waived. Contractors with a business or familial relationship with a program participant will neither bid on nor work on that applicant's home.
- 1.7. If a land or plot survey is required, the owner is responsible for providing necessary proof of documentation at the owner's expense.
- 1.8. All applicants are required to maintain their property in a condition consistent with local codes (i.e. nuisance, trash, and other environmental and health codes) prior to start of construction by the program. Failure of the applicant to bring the property into compliance will result in rejection of the application. The applicant can allow the local government to include the cost of this code compliance in the work write-up of activities to be completed by the contractor. The applicant is responsible for providing in advance of starting construction the funds necessary to address these code related issues

2. Household Income

- 2.1. The following rules are applicable in determining household income:
- 2.2. The gross income of all household members occupying the dwelling is included in calculating household income. However, wages earned by dependent minor children are not included in total.
- 2.3. Occupants of a dwelling who are not related to or dependent on the owner(s) are not considered as part of the owner's household.
- 2.4. Rent or other household support contributed by non-household occupants of a dwelling is included in household income.
- 2.5. The owner's assets, with the exception of the home in which he/she resides and personal property such as an automobile, will be considered in determining eligibility. The actual annual income from the asset will be calculated as part of the total household income. Inclusion of such assets, if any, will be in strict accordance with 24 CFR 813.106 and any current modification thereof.

- 1.1.2. eliminate lead-based paint hazards (Lead-based paint will not be used in any rehabilitation for structures completed prior to 1978 that will be assisted by the program. The occupants will be notified of the hazards of lead-based paint, the symptoms and treatment of lead poisoning, how to avoid poisoning, lead level screening requirements and appropriate abatement procedures);
- 1.1.3. meet applicable local zoning requirements, as well as, local, state and federal housing code requirements for rehabilitation work or general housing use requirements. Certain housing conditions that are not repair oriented, may require the homeowner to make code improvements prior to participation in the program (i.e. nuisance, trash, environmental or health codes);
- 1.1.4. leave at least 20% of the original structure based upon the formula provided in this chapter;
- 1.1.5. not exceed the program costs noted in this chapter; and
- 1.1.6. be made accessible to handicapped/elderly occupants, when the unit is occupied by such. Air conditioners will only be provided when a member of a household produces a letter from a medical doctor actively treating this person for respiratory ailments. The letter must state that the person requires the air conditioner for the respiratory ailments.

2. Structural Integrity

Rehabilitation requires that at least 20% of the original structure remain after construction, based upon the following formula. Three (3) major components of the house are considered, with each component weighed to total 100% of the structural value of the house. These components and ratios are: roof - 20%, exterior walls - 60%, and flooring system - 20%.

As an illustration, if 50% of the roof must be replaced, 50% of the walls must be replaced and 25% of the flooring system (including framing) must be replaced. The factors are then ratioed, based on the 20/60/20 formula, so that 50% replacement of the roof is equal to 10% of the structure, 50% replacement of exterior walls equals 30% of the structure, and 25% replacement of the flooring system equals 5% of the replacement of the structure. Thus, replacement equals 10%, plus 30%, plus 5%, or a total of 45% of the structure. This leaves 55% of the original structure, indicated that the structure is feasible for rehabilitation.

This calculation will be performed by the Housing Rehabilitation Specialist and will be considered in submission of the unit in the grant application. Should significant deterioration occur between application and the time the unit is scheduled for rehabilitation, the unit will be reevaluated for continued eligibility and a decision made whether to replace it with an alternate unit or to with a change in type of rehabilitation (demolition, permanent relocation, etc.) in accordance with current DCA contract amendment requirements.

PRECAUTIONS: Residents and their belongings should remain out of their homes during abatement. Under no circumstances should children and pregnant women be allowed to enter the dwelling unit during the abatement because abatement can generate large quantities of hazardous lead dust.

TRAINING: All workers involved in a lead abatement project should be properly trained in the following: health effects of lead; proper procedures for worker protection, including procedures for personal hygiene and for wearing and caring for respirators; containment of an abatement project; various methods for abating lead-based paint and the safety and environmental hazards involved with each; and procedures for transporting and disposing of abatement debris properly.

WORKER PROTECTION: All workers on a lead abatement project and their families must be protected from the hazardous lead dust that will be generated. The minimum acceptable protection would be coveralls (preferably disposable); shoe coverings; hair covering; gloves; goggles; and a properly fitted, negative-pressure, half-mask respirator with a HEPA filter. Other, more protective respirators may be needed to protect from hazards such as organic vapors. If the abatement methods used would generate significant quantities of lead dust or organic vapors, workers must wear more protective respirators, such as supplied air-respirators.

The potential hazard to workers of lead dust **INGESTION** is as significant, if not more significant, than inhalation. Workers must not eat, drink, or smoke on the job; and hands and face must be washed before breaks and at the end of the day. On-site showers should, if possible, be provided. If on-site showers are not available, workers must shower and wash their hair immediately upon returning home. They must be careful not to carry hazardous levels of lead dust home on their bodies, shoes, or clothing. Therefore, work clothes should not be worn home; either worker should wear protective work clothes instead of street clothes at the worksite or they should wear protective garments over their street clothes. Work clothes should be disposed of or laundered by the employer to prevent the contamination of automobiles, homes, etc. with dust; lead-contaminated clothing should be handled with care and should not be laundered with other clothing of the worker or his family.

Note: The chapter in the HUD guidelines on worker protection was revised and published separately in the Federal Register on September 28, 1990 (55FR39873).

CONTAINMENT: The work area should be contained with plastic (6 mil) to protect other living areas, yards, heating and ventilation systems, etc. from contamination. All non-movable furnishings, such as counters, cabinets, and radiators should be covered with plastic. All floors should also be covered with plastic to prevent lead dust from being deposited in cracks and crevices and from being ground into the surface during the abatement.

ABATEMENT: Abatement methods fall into three categories:
replacement, encapsulation or enclosure, and paint removal.

Demolishing older structures with lead-based paint likewise can result in deposition of lead-bearing dust into the soil or on neighboring property, and dust suppression techniques should be used.

CLEAN-UP: All lead abatement activity is likely to generate quantities of hazardous lead dust. Unless this dust is properly cleaned, the dwelling unit will be more hazardous after abatement than it was before. This dust is difficult to remove. Daily clean-up, consisting of misting debris with water, carefully sweeping it, and placing it in double 4-mil or 6-mil plastic bags, is necessary to minimize the risk to workers of accumulated lead dust.

After abatement and before repainting, all surfaces in the dwelling must be thoroughly vacuumed with a HEPA vacuum; wet washed, preferably with a high phosphate detergent such as trisodium phosphate; and then vacuumed again. The property should be visually inspected before being repainted. The inspector should ascertain that all surfaces covered with lead-based paint have been abated and that no visible dust or debris remains on site.

Several states have adopted a post-abatement dust standard which has been included in the HUD Guidelines. This standard was set mainly on the basis of practicality rather than a health or risk assessment, and further research is needed on the adequacy and appropriateness of that standard. The standard allows the following maximum levels of lead in dust:

Floors	40 ug per square foot
Window Sills	250 ug per square foot
Window Wells	400 ug per square foot

Inspectors and persons collecting dust samples and laboratories measuring dust lead levels should be thoroughly familiar with the recommended sampling and analysis protocols for dust in the HUD Guidelines.

After the inspection, abated surfaces should be repainted, if appropriate. Wooden floors should receive a coat of deck enamel or urethane, concrete floors should be sealed with deck enamel, and linoleum or tile floors should be waxed. Sealing the floors will bind any remaining dust particles and enable the occupants to clean those surfaces easily.

DISPOSAL: Certain wastes from a lead-based paint abatement project, either liquid or solid, may be classified as hazardous. If so, they will have to be treated as such and handled by a licensed transporter or treatment firm. In any case, all debris from an abatement project, whether classified as hazardous or not, must be contained and transported in such a way as to prevent the dispersal of lead bearing dust, chips, or liquid into the environment. Lead debris should never be sent to a solid waste incinerator, a disposal method that disperses lead into the air.

VII. PROCEDURES

1. Application and Inspection

Each property owner who applies for rehabilitation assistance is initially screened to determine whether he/she is eligible for a 100% Deferred Payment Loan or a Leverage Rental Rehabilitation Deferred Payment Loan. A preliminary inspection is then conducted to determine feasibility of rehabilitation.

If either the owner or the structure does not meet the eligibility requirements for the program, the Housing Rehabilitation Specialist will reject the application. A written rejection notification will be sent to the owner and the local government within ten (10) days stating the reason for rejection.

If both the owner and the house appear eligible for program participation, the application/verification process continues. A work write up with cost estimate is developed by the Housing Rehabilitation Specialist and approved by the property owner. The cost estimate for the job is considered confidential information until bid opening.

If special financing arrangements (such as owner covering excessive costs or general property improvements) are required or anticipated, arrangements must be made at this point to prevent soliciting bids on a case that cannot be financed. When the case receives preliminary approvals, bids are solicited for the job.

2. Bidding

Bidding of potential cases is conducted by the Housing Rehabilitation Specialist. Owners review the pre-approved list of eligible contractors before their cases are sent out for bids. Owners have the right to remove any contractor(s) from the list of prospective bidders for their case, as long as three (3) eligible contractors are allowed to bid. The owner must be willing to justify the removal of contractor(s) from the bidding list. Owners may also request additional contractors as bidders. If these owner-requested contractors submit the contractor application and are approved by the governing body and are otherwise eligible, they may be added to the bidders list and bid on the case. The administrator makes the maximum effort to insure participation by minority contractors.

No housing unit owner, occupant, or employee or intermediate relative of the same, either personally or corporately, shall serve as a contractor or sub-contractor to be paid with CDBG funds for the rehabilitation of said building, nor shall they be paid for their own labor with CDBG funds for the rehabilitation of said building.

A notice is sent to each eligible bidder to inform them of the job. Bidding notices will be posted at primary government buildings to maximize practical extent. Newspaper advertising for individual jobs is not performed, as contractors must be pre-qualified.

The Notice to Proceed is issued to the contractor as soon as possible after the rescission period elapses. When temporary relocation of the occupants is required, the Notice to proceed will be delayed until the house is vacated. The contract time of performance (generally 30- 45 days) begins with insurance of the Notice to Proceed.

4. Inspections

Periodic inspections of the rehabilitation construction are performed throughout the contract period by the local building inspector and the Housing Rehabilitation Specialist. These inspections are conducted to assure compliance with the contract standards for workmanship and materials, to detect any unauthorized deviations and to identify necessary changes to the contract work in its early stages.

Inspection and approval of completed work must be conducted by the Housing Rehabilitation Specialist prior to the contractor 's request for partial or final payment. The owner's approval of the work is also required when payment is requested.

5. Change Orders

Any additions to, deletions from, or changes in the rehabilitation contract work, time, or price must be approved in a written change order before additional work is started. The change order is executed by the owner and contractor and is approved by the Housing Rehabilitation Specialist on behalf of the elected body. The Chief Elected Official or County designated representative must also approve the change order. When the change order exceeds 35% of the contract price, it must go before the Board of County Commissioners for approval. The change order(s) may only be issued to correct code deficiencies or to meet Section 8 Housing Quality Standards. Other changes will be at the owner's expense.

6. Payment

Contracts of \$6,000 or less will not be paid until the contractor has completed the job. Contracts in excess of \$6,000 allow partial payment upon satisfactory completion of 60% of the work, with a retainage of 20% of the completed contract amount. Completion of 61% - 90% of the work allows a partial payment less a retainage of 20% of the full contract amount. Depending on extenuating circumstances and contract balance, a second partial payment may be authorized at the recommendation of the Housing Rehabilitation Specialist and the Administrator.

- b) waivers of liens from all subcontractors, all parties who were unpaid when the contractor received partial payment, and from any other party supplying notice;
- c) a certificate of occupancy or final approval from the Building Inspector to show compliance of the rehabilitation work with the locally adopted building (and other applicable) code requirements;
- d) owner occupancy for a minimum period of three (3) days have lapsed; and
- e) an affidavit from the contractor stating that all work identified in the work write-up and in subsequent change orders has been completed; all bills have been paid; and there are no claims for subcontracted jobs or materials.

If the owner refuses to authorize payment or change orders due to a dispute with the contractor, Program Administrator may recommend disbursement without the owner's approval of the claim is shown to be without merit or inconsistent with policies and the goal of the program. Such disbursement shall be issued only after the Program Administrator has reviewed the facts and circumstances involved in the dispute and has determined that the owner's refusal to issue payment is without just cause. A record of all pertinent information shall be presented to the County's elected body for their final determination. Sufficient documentation to this effect shall be placed in the case file.

Liquidated damages assessed against the contractor for failure to timely complete a housing unit, in the amount of \$100.00 a day for each day past the completion date, shall remain property of the County. The liquidated damages can be used for additional rehabilitation improvements on the same housing units or other housing units; temporary relocation assistance for applicants affected by the contractors delay; or for administration of the contract. Liquidated damage funds shall be deposited into the CDBG account. The local government shall maintain documentation of all transactions associated with the use of the liquidated damage funds.

7. Disputes and Contract Termination

Disputes, the owner's right to stop work, and termination of the contract by the owner or contractor shall be authorized in the Contract for Rehabilitation.

8. Follow-Up

After completion of the contract, it is the owner's responsibility to notify the contractor in writing of any defect in the work or material. The owner is also requested to notify the Housing Rehabilitation Specialist or the Program Administrator of any complaints to the contractor so assistance in follow-up can be provided. If the contractor does not respond to the owner's written complaint within a reasonable time frame and in a satisfactory manner, the Administrator will verify the complaint. If the Program Administrator judges the complaint to be valid, he/she will send written request for warranty service from the contractor. The contractor will then take action as

insurance from the insurer guaranteeing ten (10) day notice to the Housing Rehabilitation Program before discontinuing coverage. Workman's Compensation, as applicable, is required.

- 2.4. A satisfactory credit record, including:
 - 2.4.1. references from two (2) suppliers who have done business with the contractor involving credit purchases; and
 - 2.4.2. references from three (3) subcontractors who have subcontracted with the contractor; and
 - 2.4.3. the ability to finance rehabilitation contract work so all bills are paid before requesting final payment;
- 2.5. Satisfactory references from at least three (3) parties for whom the contractor has done construction;
- 2.6. Absence from any list of debarred contractors issued by the Federal or State DOL, HUD or DEO.
- 2.7. Proof of eligibility to obtain a Performance Bond for the value of each Housing Rehabilitation contract, if a Performance Bond is required by the local government. Bonding for housing rehabilitation/replacement is not a CDBG requirement or recommendation.

The Housing Rehabilitation Specialist will assure that credit and past performance of the contractor are satisfactory based upon readily available information, and reserves the right to check any reliable source in establishing such determination.

The Housing Rehabilitation Specialist will explain the contractor's obligations under the Federal Equal Opportunity regulations and other contractual obligations at the pre-bid conference. Program procedures, such as bidding and payment are also explained to the contractor. The contractor must submit a Section 3 Plan along with other documentation required.

3. Disqualification

Contractors may be prohibited or removed from the program participation for:

- 1) poor workmanship, or use of inferior materials;
- 2) evidence of bidding irregularities such as low balling, bid rigging, collusion, kickbacks, and any other unethical practice;
- 3) failure to abide by the work write-up, failure to complete work write-up (and bid) accomplishments, and any attempts to avoid specific tasks in attempts to reduce costs;
- 4) failure to pay creditors, suppliers, laborers, or subcontractors promptly and completely;
- 5) disregarding contractual obligations or bonding;

XII. PROGRAM INCOME

No program income is planned to result from this program. Deferred Payment Loans will be monitored by the Housing Rehabilitation Specialist during the CDBG period of agreement. After the expiration of the agreement between the County and the State, the monitoring will be performed by the governing body's representative.

If repayment of a DPL or program income is received during the CDBG agreement period, it will be used for additional rehabilitation as authorized by the Department of Economic Opportunity. Program income or DPL payment received subsequent to closeout will be returned to the Department of Economic Opportunity unless the state's program income regulations are changed and the Board of County Commissioners adopts a policy for using program income.

XIII. PROPERTY ACQUISITION POLICY

1. Voluntary

The County may purchase property with Community Development Block Grant funds for use in the Community Development Program. While most property acquisition must follow the procedures outlined in the Uniformed Relocation and Real Property Acquisition Act, residential property to be used for relocation purposes shall be purchased on a voluntary basis.

The County shall determine the property features needed and the budget available for the purchase as defined in the contract agreement. A request for proposals will then be published in a local newspaper. The request will state the specifications and budget, and indicate that the purchase is voluntary.

No displacement of renters may occur as a result of the program. Owners will not receive any relocation assistance so owner-occupants must waive the Uniform Act Rights.

A voluntary acquisition occurs when real property is acquired from an owner who has submitted a proposal to the recipient for purchase of their property in response to a public invitation or solicitation of offers. The local governing body is committed to this mode of acquisition to the maximum extent.

Voluntary acquisition shall be permitted only if the property being acquired is not site specific and at least two properties in the community meet the criteria established by the local government for usage, location and/or interest to be acquired. All voluntary acquisitions must be approved in principle by the elected government body prior to publication of a public notice or attendance of any local government representative at a property auction.

A public notice must be published inviting offers from property owners. This notice must:

following each transaction to successful conclusion. In no case will CDBG funds be utilized which would create involuntary displacement. See County's separate policy on this subject.

3. Timing/Planning

Properties necessary for easements or acquisition shall be identified early in the planning stage as practicable. Every attempt shall be made to affect a design that is not wholly site dependent, that is, where two or more sites may be suitable for the project. It is recognized this may not always be possible, however, a policy minimizing single site alternatives is emphasized.

In general terms, the voluntary acquisition process shall be utilized to identify possible sites early in the project. Sites shall be evaluated for suitability prior to the final design phase to the maximum practical extent. As soon as alternative sites are identified and evaluated, applicable acquisition procedures should commence.

Projects shall not normally be sent out for bids unless properties to be acquired or utilized for easements have been formally acquired or a commitment exists which is sufficiently firm and binding to be considered safe for the project to proceed with a start up. The elected body shall make the determination as to whether or not bidding, award and start up may proceed to closing on the property.

In those cases where need for easements and/or acquisition is not identified until after the project is underway, procedures shall be expedited to the maximum practicable extent and utilization of funds, the value of which would be unrecoverable if the transaction did not occur, minimized.

This Housing Assistance Plan (HAP) is adopted this _____ day of _____, 2016.

*Chief Elected Official: John Meeks
Chair, Board of County Commissioners*

Attest: Danny J. Shipp, Clerk of Court

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

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: April 19, 2016
--	---

3. REQUESTED MOTION/ACTION:
 The Department of Public Safety is requesting approval to donate fourteen (14) surplus self-contained breathing apparatus and nineteen (19) corresponding bottles to Southwest Ranches Fire Rescue.

4. IS THIS ITEM BUDGETED (IF APPLICABLE) ?: Yes ___ No ___ IF NO, STATE ACTION REQUIRED
 N/A

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

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)
 The Department of Public Safety is requesting approval to donate fourteen (14) surplus self-contained breathing apparatus (SCBA) and nineteen (19) corresponding air bottles to Southwest Ranches Fire Rescue.

The surplus equipment was removed from the asset log in April, 2015 due to the obsolete status.

DEPARTMENT DIRECTOR	BOCC CHAIR	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES <input checked="" type="checkbox"/> NO	YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO

7. COMMISSION ACTION:

APPROVED
 DENIED
 DEFERRED DATE TO BRING BACK:
 OTHER SPECIFY:

SOUTHWEST RANCHES FIRE-RESCUE
17220 Griffin Road Southwest Ranches, FL 33331
(954) 434-8232 (954) 680-0020
Fire Chief Lee Bennett



3.28.2016

Good Morning Mrs. Arnold,

It came to my attention in 2015 that your County Fire Rescue Department has possession of its former SCBA air packs (Survivair) aka; Honeywell. We kindly wanted to inquire the future of these air packs and if there is any chance your department would be willing to donate them to a great cause. Our volunteer fire department is in serious need of any and all types of equipment donations available including extrication equipment, apparatuses, SCBA's and more.

Since we have volunteers whom are also certified as Honeywell SCBA techs, the cost for refurbishing these packs would not be as severe to us, which is why I am reaching out to you in hopes your county would be able and willing to donate them.

I had the privilege of speaking with Chief Knowles a few times last year. He stated to me that this would be a big possibility and I would hear further at the end of last year/ beginning of 2016. I just wanted to follow up accordingly. Kindly contact me anytime at your earliest convenience.

Respectfully,

Lieutenant Jason Von Kossovsky
Southwest Ranches Fire Rescue
17220 Griffin RD, Southwest Ranches, FL, 33331
SCBA Maintenance Director/ Technician
Cell Number (561) 537-1026
Email: JVonkossovsky@southwestranches.org

Levy County Board of County Commissioners
Agenda Item Summary

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

ROAD/BRIDGE- ALICE LALONDE X3358

2. MEETING DATE:

4/19/2016

3. REQUESTED MOTION/ACTION: Request approval for Consent to Entry: Plum Creek Timberlands, L.P. consents and grants to the Levy County BOCC a right of entry to property located in Sections 11,14,15 and 16, Township 16S, Range 16E in Levy County, FL.

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 Consent to Entry shall be for the sole purposes of temporary maintenance and use of a private forest management grade road, known as King Road that exists on the property and accommodate public access while culverts are being replaced within adjacent county roads. The consent to entry shall expire on May 31, 2016.

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 <u>X</u> NO	YES _ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

CONSENT TO ENTRY

PLUM CREEK TIMBERLANDS, L.P. ("Plum Creek") hereby consents to and grants to the **LEVY COUNTY BOARD OF COUNTY COMMISSIONERS**, its agents and representatives ("Licensee") a right of entry to property located in Sections 11, 14, 15, and 16, Township 16 South, Range 16 East, Levy County, Florida as shown on the sketch map attached hereto as Exhibit "A" (the "Property"). This Consent to Entry shall be for the sole purposes of temporary maintenance and use of a private forest management grade road, known as King Road that exists on the Property, to accommodate public access while culverts are being replaced within adjacent County Roads and shall expire on May 31, 2016. All such work shall be at the sole cost and expense of Licensee.

Licensee hereby agrees that it shall be completely responsible for all acts and omissions of itself, its agents, representatives and independent contractors in exercising the rights and privileges granted in this Consent to Entry, and, to the extent permitted by law and subject to the limitations of section 768.28, Fla. Stat., Licensee hereby indemnifies and agrees to pay, indemnify, protect, defend and hold Plum Creek free and harmless from and against any and all losses, costs, damages, liabilities, demands and expenses (including, without limitation, attorneys' fees, court costs, costs of litigation and the cost and expense of removing or bonding any liens affecting the Property) ever suffered or incurred by Plum Creek by reason of the exercise of the rights and privileges granted to Licensee herein. The indemnifications provided herein shall not apply to any act or failure to act by any third parties not specifically named herein.

Witness the following signatures this 19th day of April, 2016.

PLUM CREEK TIMBERLANDS, L.P.

By: _____
Its: _____

LICENSEE:

**LEVY COUNTY BOARD OF
COUNTY COMMISSIONERS**

ATTEST:

By: _____
John Meeks, Chair

Danny Shipp, Clerk

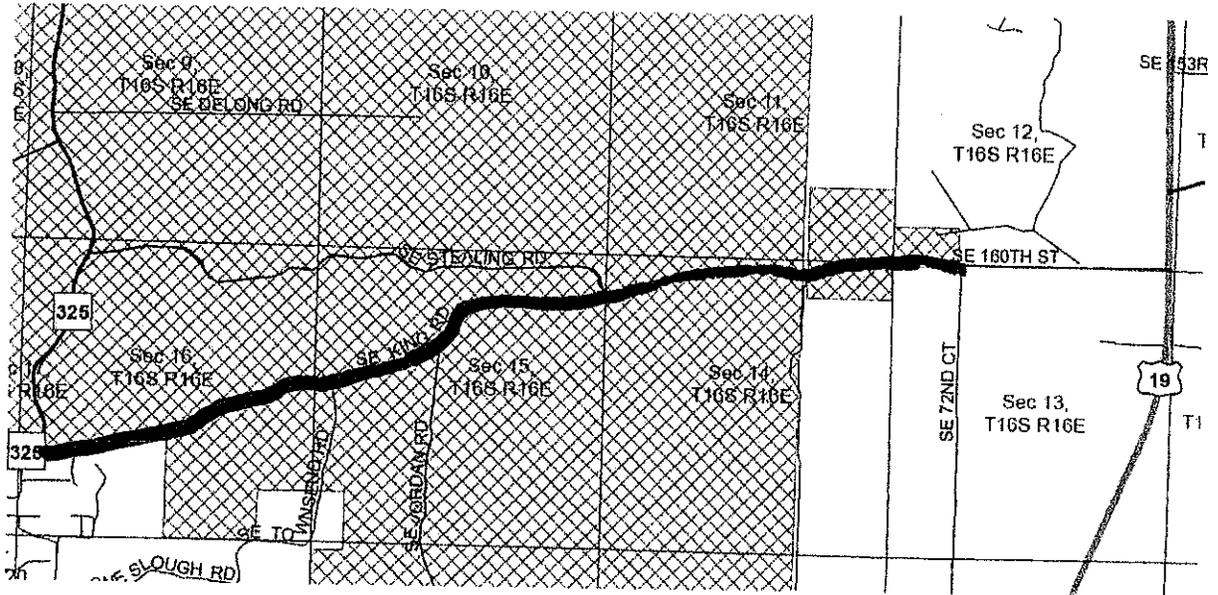
APPROVED AS TO FORM:

Anne Bast Brown, County Attorney

EXHIBIT "A"
THE PROPERTY

- Plum Creek Timberlands, L.P. Property

█ - King Road



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

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

ROAD/BRIDGE- ALICE LALONDE X3358

2. MEETING DATE:

4/19/2016

3. REQUESTED MOTION/ACTION: Request Approval of Resolution Number 2016-024 Rescinding and repealing resolution 2016-008 and granting temporary easement to FDOT for construction purposes located at Bridge #340011 on CR 456 at Lewis Pass in Levy County, FL

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)

On March 8, 2016 the BOCC approved Resolution 2016-008 with the intent was to grant a temporary easement to FDOT a construct or improve CR 456 including Bridge #340011 (Lewis Pass) Financial Project ID 4162531 in Levy County, FL. The easement document approved with Resolution 2016-008 contained errors in the time period for the easement as well as in the legal description and other identifying factors.

We would like to rescind and repeal Resolution 2016-008 and replace it with Resolution 2016-024 in order to authorize a corrected temporary easement to FDOT for its construction.

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:

**RESOLUTION
NUMBER 2016-024**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, RESCINDING AND REPEALING RESOLUTION 2016-008; AND GRANTING TEMPORARY EASEMENT TO FLORIDA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION PURPOSES, LOCATED AT BRIDGE #340011, ON COUNTY ROAD 456 AT LEWIS PASS, IN LEVY COUNTY, FLORIDA.

RECITALS

WHEREAS, on March 8, 2016, the Board of County Commissioners ("Board") approved Resolution 2016-008, the intent of which was to grant a temporary easement to the Florida Department of Transportation ("FDOT") for an FDOT project to construct or improve County Road 456, including Bridge #340011 along such County Road 456 at Lewis Pass, FDOT Financial Project 4162531, in Levy County, Florida ("the Project"); and

WHEREAS, the easement document approved by Resolution 2016-008 contained errors in the time period for the easement, as well as in the legal description and other identifying factors; and

WHEREAS, the Board desires to rescind and repeal Resolution 2016-008, and replace it with this Resolution in order to authorize a corrected temporary easement to FDOT for its construction of the Project; and

WHEREAS, FDOT has made application to Levy County to execute and deliver to FDOT a temporary construction easement for the Project in favor of FDOT for the purpose of completion of the Project, including but not limited to constructing a diversion to remove the existing bridge and construct a replacement bridge in the same location as the existing bridge, and tying in and harmonizing the Project property and the driveways and walkways, which request has been considered by Levy County; and

WHEREAS, the use by FDOT of the Levy County-owned lands is in the best interest of Levy County; and

WHEREAS, it is desired by the Board of County Commissioners of Levy County, on behalf of the public to grant the requested temporary easement to FDOT for the Project.

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

1. Resolution 2016-008 is hereby rescinded, repealed, and shall be of no force and effect.
2. The application by FDOT for a temporary construction easement for the Project is for transportation purposes which are in the public or community interest and for the public welfare.
3. The Temporary Easement, the form of which is attached hereto as Exhibit "A", in favor of the FDOT is hereby approved. The Chair of the Board of County Commissioners is hereby authorized to execute such Temporary Easement on behalf of the Board of County Commissioners. Consideration for the grant of such easement shall be One Dollar (\$1) and other good and valuable consideration.
4. The grant of easement reflected by this Resolution of is limited to the legal description of the property described in the exhibits to Exhibit "A" located in Levy County, Florida, enumerated above and is not intended to operate as a general grant of easements, or of streets, roads and other similar rights-of-way.
5. The Clerk of the Circuit Court of Levy County, and Ex-Officio Clerk to the Board of County Commissioners, is hereby directed to record the original of the Temporary Easement attached hereto as Exhibit "A" when presented for recordation.

PASSED AND DULY ADOPTED this 19th day of April, 2016.

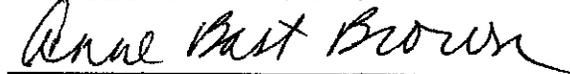
**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA**

ATTEST: Danny J. Shipp, Clerk of
Circuit Court and Ex-officio Clerk to
the Board of County Commissioners

John Meeks, Chairman

Danny J. Shipp, Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



Anne Bast Brown, County Attorney

08-TE.11-Date: April 8, 2016

This instrument prepared by
or under the direction of:

Melissa K. Blackwell

As Interim Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO.	711.1
SECTION NO.	34500
F.P. NO.	4152531
COUNTY ROAD NO.	456
COUNTY OF	Levy

TEMPORARY EASEMENT

THIS EASEMENT, made this _____ day of _____, 2016, by and between LEVY COUNTY, a political subdivision of the State of Florida, 355 South Court Street, Bronson, Florida 32621, grantor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary construction easement for the purpose of constructing a diversion to remove the existing bridge and construct a replacement bridge in the same location as the existing, and tying in and harmonizing said property and the driveways, walkways, etc., thereon with the construction to be undertaken by the Department, in County Road No. 456 adjacent thereto, in, upon, over and through the following described land in Levy County, Florida, to-wit:

SEE Exhibit "A", attached hereto and by reference made a part hereof.

THIS EASEMENT shall be for a period of sixty (60) months commencing on the date the State of Florida Department of Transportation becomes the owner of this easement.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: _____

Print Name: _____
Ex-Officio Clerk (or Deputy Clerk)

Lew County, Florida,
By Its Board of County Commissioners

By: _____
John Meeks
Its Chairperson

Approved as to form:

Anne Bast Brown

Anne Bast Brown
County Attorney

Exhibit "A"

Section No. 34500
F.P. No. 4152531

County Road No. 456 (Airport Road)

Levy County

Parcel No. 711

Temporary Easement

Part "A"

That Part Of County Road No. 456, As Per Florida Department Of Transportation Right Of Way Map, Section 34500, F.P. No. 4152531 (The Northerly Portion Also Known As Gulf Boulevard, A 60.00 Foot Right Of Way As Per Fowler-Way, A Subdivision As Per Plat Book 1, Page 38 Of The Public Records Of Levy County, Florida, And The Southerly Portion Also Known As Airport Road), And Also That Part Of Whiddon Avenue, As Per Said Florida Department Of Transportation Right Of Way Map, Being A 60.00 Foot Right Of Way As Per Plat Of Said Fowler-Way, Being Located In Section 30, Township 15 South, Range 13 East, Levy County, Florida, More Particularly Described As Follows:

Commence At A 4" X 4" Concrete Monument With Disk Stamped "PRM 2548", Marking The Northwest Corner Of Lot 14, Block 9 Of Fowler-Way, A Subdivision As Per Plat Book 1, Page 38 Of The Public Records Of Levy County, Florida; Thence North 88°53'43" West, Along An Extension Of The North Line Of Said Block 9, A Distance Of 27.36 Feet To The Baseline Of Survey Of County Road No. 456, As Per Florida Department Of Transportation Right Of Way Map, Section 34500, F.P. No. 4152531, Also Known As Gulf Boulevard (A 60.00 Foot Right Of Way As Per Said Plat Of Fowler-Way); Thence South 01°31'51" West, Along Said Baseline Of Survey Of County Road No. 456, A Distance Of 239.94 Feet To The Point Of Beginning; Thence South 89°06'41" East, A Distance Of 29.93 Feet To The Easterly Existing Right Of Way Line Of Said County Road No. 456 And The Northerly Existing Right Of Way Line Of Whiddon Avenue, (A 60.00 Foot Right Of Way As Per Said Plat Of Fowler-Way); Thence Continue South 89°06'41" East, Along Said Northerly Existing Right Of Way Line, A Distance Of 74.96 Feet; Thence South 00°53'19" West, A Distance Of 60.00 Feet To The Southerly Existing Right Of Way Line Of Said Whiddon Avenue; Thence North 89°06'41" West, Along Said Southerly Existing Right Of Way Line, A Distance Of 74.99 Feet To Said Easterly Existing Right Of Way Line Of County Road No. 456; Thence South 00°55'07" West, Along Said Easterly Existing Right Of Way Line, A Distance Of 359.90 Feet To The Southerly Existing Right Of Way Line Of County Road No. 456, As Per Said Florida Department Of Transportation Right Of Way Map; Thence North 88°55'25" West, Along Said Southerly Existing Right Of Way Line, A Distance Of 107.31 Feet To The Point Of Curvature Of A Curve To The Left, Having A Radius Of 208.73 Feet; Thence Continue Along Said Southerly Existing Right Of Way Line And Curve, Through An Angle Of 79°35'22", An Arc Distance Of 289.95 Feet, And A Chord Bearing And Distance Of South 51°16'54" West, 267.19 Feet; Thence North 78°30'47" West, A Distance Of 60.00 Feet To The Northerly Existing Right Of Way Line Of Said County Road No. 456, Being A Curve To The Right, Having A Radius Of 268.73 Feet; Thence Along Said Northerly Existing Right Of Way Line And Curve, Through An Angle Of 79°35'22", An Arc Distance Of 373.29 Feet, And A Chord Bearing And Distance Of North 51°16'54" East, 343.99 Feet To The Point Of Tangency; Thence South 88°55'25" East, Along Said Northerly Existing Right Of Way Line, A Distance Of 47.14 Feet To The Westerly Existing Right Of Way Line Of Said County Road No. 456; Thence North 00°55'07" East, Along Said Westerly Existing Right Of Way Line, A Distance Of 359.70 Feet To The Northerly Existing Right Of Way Line Of Said Whiddon Avenue; Thence South

89°06'41" East, A Distance Of 30.07 Feet To The Point Of Beginning.

Containing 1.203 Acres, More Or Less.

ALSO:

Part "B"

That Part Of Whiddon Avenue, As Per Florida Department Of Transportation Right Of Way Map, Section 34500, F.P. No. 4152531, Being A 60.00 Foot Right Of Way As Per Fowler-Way, A Subdivision As Per Plat Book 1, Page 38 Of The Public Records Of Levy County, Florida, Being Located In Section 30, Township 15 South, Range 13 East, Levy County, Florida, More Particularly Described As Follows:

Commence At A 4" X 4" Concrete Monument With Disk Stamped "PRM 2548", Marking The Northwest Corner Of Lot 14, Block 9 Of Fowler-Way, A Subdivision As Per Plat Book 1, Page 38 Of The Public Records Of Levy County, Florida; Thence North 88°53'43" West, Along An Extension Of The North Line Of Said Block 9, A Distance Of 27.36 Feet To The Baseline Of Survey Of County Road No. 456, As Per Florida Department Of Transportation Right Of Way Map, Section 34500, F.P. No. 4152531, Also Known As Gulf Boulevard (A 60.00 Foot Right Of Way As Per Said Plat Of Fowler-Way); Thence South 01°31'51" West, Along Said Baseline Of Survey Of County Road No. 456, A Distance Of 239.94 Feet; Thence North 89°06'41" West, A Distance Of 30.07 Feet To The Westerly Existing Right Of Way Line Of Said County Road No. 456 And The Northerly Existing Right Of Way Line Of Whiddon Avenue (A 60.00 Foot Right Of Way As Per Said Plat Of Fowler-Way) And To The Point Of Beginning; Thence South 00°55'07" West, Along Said Westerly Existing Right Of Way Line Of County Road No. 456, A Distance Of 60.00 Feet To The Southerly Existing Right Of Way Line Of Said Whiddon Avenue; Thence North 89°06'41" West, Along Said Southerly Existing Right Of Way Line Of Whiddon Avenue, A Distance Of 385.11 Feet; Thence North 00°21'19" East, A Distance Of 60.00 Feet To Said Northerly Existing Right Of Way Line Of Whiddon Avenue; Thence South 89°06'41" East, Along Said Northerly Existing Right Of Way Line, A Distance Of 385.70 Feet To Said Westerly Existing Right Of Way Line Of County Road No. 456 And The Point Of Beginning.

Containing 0.531 Acres, More Or Less.

Levy County Board of County Commissioners
Agenda Item Summary

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

ROAD/BRIDGE- ALICE LALONDE X3358

2. MEETING DATE:

4/19/2016

3. REQUESTED MOTION/ACTION:

Request approval for an Addendum to the Consulting Engineer Contract dated 8/18/2015.

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)

Request approval for an Addendum to the Consulting Engineer Contract for our grant agreements with FDOT. The following contracts are:

- Resurfacing and widening of CR 343/NE 60th ST from CR 241 to SR 500 (US 27)
- Resurfacing and widening of CR 40A/SE 193rd PL from CR 40 to US 19/98
- Reconstruction and resurfacing of NW 110th Ave/Clay Landing Road from SR 320 to the end of the road.

Please refer to the Addendum for more information regarding the scope of work for the projects.

Thank you.

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 <input checked="" type="checkbox"/> NO	YES ___ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

**ADDENDUM
To the
CONSULTING ENGINEER CONTRACT**

THIS ADDENDUM, is made and entered into this ____ day of _____, 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA ("the County"), and MILLS ENGINEERING COMPANY ("the Consultant") do hereby addend the CONSULTING ENGINEERING CONTRACT between the parties dated August 18, 2015 ("the Contract");

WHEREAS, the Consultant and the County entered into the Contract for the Consultant to provide, and the County to acquire, engineering services for a variety of County projects; and

WHEREAS, the County has entered into grant agreements with the Florida Department of Transportation ("the Department") for funding for the following projects (herein collectively "the projects"):

- a) Resurfacing and widening of CR 343/NE 60th Street from CR 241 to SR 500 (US 27); Department FIN #435329-1-54-01,02 (herein "CR 343");
- b) Resurfacing and widening of CR 40A/SE 193rd Place from CR 40 to US 19/98; Department FIN #434574-1-54-02 (herein "CR 40A"); and
- c) Reconstruction and resurfacing of NW 110th Avenue/Clay Landing Road from SR 320 to end of road; Department FIN #432765-1-54-01 (herein "NW 110th Avenue"); and

WHEREAS, in the grant agreements with the County for the projects, the Department requires that agreements with consultants or contractors contain certain provisions and requirements; and

WHEREAS, the County and the Consultant desire to amend the Contract in order to include provisions required by the Department in the grant agreements for the projects, in order for the Consultant to provide engineering services for the projects.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to amend the Contract as follows:

1. The Consultant is hereby directed to prepare plans, bidding documents,

and assist with bid awards for the projects.

2. The County shall compensate the Consultant for the services described herein in accordance with the provisions for compensation contained in the Contract.

3. The Consultant shall comply with any and all provisions contained in the grant agreements for the projects between the County and the Department that require compliance by a County consultant, contractor, or subcontractor, or that require the County to impose on a County consultant, contractor, or subcontractor.

4. The Consultant shall include any provisions or obligations from the grant agreements for the projects between the County and the Department into agreements with contractors, subcontractors, or subconsultants for the projects that are required by such grant agreements to be included or imposed on such contractors, subcontractors, or subconsultants.

5. The Consultant 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 Consultant during the term of the grant agreements between the Department and County for the projects. The Consultant shall expressly require the contractors for the projects 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 contractors during the terms of the applicable construction contracts for the projects.

6. The Consultant shall comply with the provisions of section 20.055(5), Florida Statutes.

7. In addition to any other requirements in this Contract, the following provisions shall be added to the Contract and shall be applicable to the Consultant's services for CR 343 and CR 40A:

(a) The Consultant shall permit the Department's authorized representatives to inspect all work, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of CR 343 and CR 40A.

(b) The Consultant will not discriminate against any employee employed in the performance of this Contract, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Consultant shall provide a harassment-free workplace, with any allegation of harassment given priority

attention and action by management. The Consultant shall insert similar provisions in all contracts and subcontracts for services under this Contract.

(c) The Consultant affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that it shall not violate such Section 287.134(2)(a), Florida Statutes. The Consultant also acknowledges and agrees that placement on the discriminatory vendor list during the term of this Contract may result in termination of this Contract.

(d) The Consultant agrees to the following indemnification provisions and agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Contract.

To the fullest extent permitted by law the Consultant shall indemnify and hold harmless the County, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of the Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the County's sovereign immunity.

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the County, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the Consultant or persons employed or utilized by the Consultant in the performance of the Contract.

This indemnification shall survive the termination of the Contract. Nothing contained in this paragraph is intended to nor shall it constitute a

waiver of the State of Florida and the County's sovereign immunity.

(e) The Consultant shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Contract and the grant agreements for CR 343 and CR 40A and meeting all coverages and requirements set forth in this section. In the alternative to carrying such Commercial General Liability insurance itself, at its option, the Consultant shall cause the contractor to carry such Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Contract and the grant agreements for CR 343 and CR 40A, and meeting all coverages and requirements set forth in this section. In the event the Consultant elects to cause the contractor to carry such Commercial General Liability insurance, then, notwithstanding any other provisions in this Agreement to the contrary, the Consultant's responsibility under this section shall be limited to contractually requiring the contractor to carry such Commercial General Liability insurance, monitoring such contractor's compliance with the contractual obligations, and pursuing enforcement of such contractual obligations in the event of the contractor's failure to meet the obligations. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. In the event the Consultant provides the insurance required in this section, the Consultant shall cause the Department to be made an Additional Insured to such insurance. In the event the Consultant elects to require the contractor to provide the insurance required in this section, the Consultant shall specifically include a provision in the contract with the contractor requiring the same, as the case may be, to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than \$5,000,000 annual general aggregate, inclusive of amounts

provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the grant agreements for CR 343 and CR 40A, and may not be shared with or diminished by claims unrelated to the Contract or such grant agreements. The policy/ies and coverage described herein may be subject to a deductible, at the sole cost of the Consultant or the contractor, as the case may be. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Contract or the applicable construction contract with the contractor, as the case may be, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein as well as the appropriate endorsement naming the Department as an additional insured. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, or to require the contractor to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

(f) The Consultant shall provide, and shall require the contractor to provide, Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law.

8. In addition to any other requirements in this Contract, the following provisions shall be added to the Contract and shall be applicable to the Consultant's services for NW 110th Avenue:

(a) The Consultant shall indemnify, defend, save and hold harmless the Department and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the Consultant, its officers, agents or employees. The Consultant shall include this same indemnification clause in

the contract with the contractor for NW 110th Avenue.

(b) The Consultant shall carry and keep in force during the period of the Contract and the grant agreement for NW 110th Avenue a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with the Contract and the grant agreement for NW 110th Avenue.

IN WITNESS WHEREOF, we have hereunto set our hands and seal the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA**

John Meeks, Chairman

ATTEST: Clerk to the Board

Danny J. Shipp

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Anne Bast Brown

Anne Bast Brown, County Attorney

MILLS ENGINEERING COMPANY

ATTEST:

Name: _____
Title: _____

Name: _____
Title: _____