

PROCLAMATION 2016-029

A PROCLAMATION OF THE LEVY COUNTY BOARD OF COUNTY COMMISSIONERS RECOGNIZING THE CHIEFLAND MIDDLE/HIGH SCHOOL VARSITY GIRLS SOFTBALL TEAM AS THE 2016 FHSAA CLASS 1A STATE CHAMPIONS.

WHEREAS, in 2016 the Chiefland Middle/High School Girls Softball Team, known as the Chiefland Lady Indians, after a tremendous season, and after winning the 2014 and 2015 FHSAA Class 1A State Softball Championships, again repeated their excellence and won the 2016 FHSAA Class 1A State Softball Championship; and

WHEREAS, under the leadership and guidance of Head Coach Wayne Weatherford and Assistant Coaches Brian Gore, Jimmy Anderson and Harland Stalvey, the Team competed in the finals in Vero Beach, Florida, with a final winning score of 12-6; and

WHEREAS, the Levy County Board of County Commissioners (the Board) recognizes this victory of Chiefland Middle/High School Varsity Girls Softball Team members Morgan Anderson, Lauren Parker, Hannah Gore, Lauren Stalvey, Kensley Durrance, Samantha Rolfe, Sydney Parks, Emily Hallman, Tataneisha Barnes, Takiya London, Aleaha Rhoomes, Ericka Gilliam, Karlie Meeks, Maci Thomas, Taylor Simpson, and Simone White, and the hard work, dedication, perseverance, commitment to and love of the sport of softball that each player has demonstrated throughout the season; and

WHEREAS, the Chiefland Middle/High School Varsity Girls Softball Team victory in the 2016 FHSAA Class 1A State Softball Championship will go down in the annals of time as one of the greatest moments in Chiefland Middle/High School athletics history; and

WHEREAS, Chiefland Middle/High School has a rich tradition of excellence and accomplishment in academic and athletic competition, reflecting the highest ideals and traditions of teamwork, discipline, and sportsmanship; and

WHEREAS, the Chiefland Middle/High School Varsity Girls Softball Team competed in this sport throughout this historic and remarkable journey, with excellence and distinction, bringing credit to themselves, their parents, Chiefland Middle/High School and the community of Chiefland, Florida.

NOW, THEREFORE, BE IT PROCLAIMED that the Levy County Board of County Commissioners, in recognition of the significant accomplishment by the Chiefland Middle/High School Varsity Girls Softball Team in winning the 2016 FHSAA Class 1A State Softball Championship, hereby congratulates the players of the mighty

2016 CHIEFLAND MIDDLE/HIGH SCHOOL VARSITY GIRLS= SOFTBALL TEAM

for a job well done and offers special recognition to Coach Weatherford and his capable staff for the outstanding success in teaching these exceptional student athletes. The Board encourages all citizens to commend and applaud the athletes and coaches of the Chiefland Middle/High School Varsity Girls Softball Team.

DULY ADOPTED THIS 17th day of May, 2016.

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

John Meeks, Chairman

Mike Joyner, Vice-Chairman

Rock Meeks, Commissioner

Lilly Rooks, Commissioner

Danny Stevens, Commissioner

ATTEST: Clerk of the Circuit Court
and Ex-Officio Clerk to the Board

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Danny Shipp

Anne Bast Brown, County Attorney

2016 FHSAA Softball State Championship

OFFICIAL PASS GATE LIST

School: Chiefland High School City: Chiefland, Florida

Please list each individual from your school who should be admitted as part of your team. These names represent the participating school's team (limit of 20) student athletes IN UNIFORM (either alphabetically or numerically). A maximum of eight (8) coaches, assistant coaches and other team personnel may be added to enter with the team.

STUDENT-ATHLETES

No.	Name
1. 1	Aleaha Rhoomes
2. 2	Morgan Anderson
3. 3	Lauren Parker
4. 4	Takiya London
5. 5	Hannah Gore
6. 7	Lauren Stalvey
7. 9	Samantha Rolfe
8. 10	Karlie Meeks
9. 11	Sydney Parks
10. 12	Tataneisha Barnes
11. 14	Emily Hallman
12. 15	Maci Thomas
13. 19	Taylor Simpson
14. 20	Kensley Durrance
15. 22	Simone White
16. 33	Erika Gilliam

COACHES AND SUPPLEMENTED TEAM PERSONNEL

Role	Name
1. Head Coach	Wayne Weatherford
2. Assistant Coach	Jimmy Anderson
3. Assistant Coach	Brian Gore
4. Assistant Coach	Harland Stalvey

Wayne Weatherford

Signature of Head Coach

**Please e-mail a copy of your pass gate list to Kellie Doucette (kdoucette@fhsaa.org). This will serve as confirmation of the coaches requirement.

BY MONDAY, MAY 2, 2016 NO LATER THEN 4 P.M. **

****Don't forget to bring a copy to the pass gate when your team arrives****

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:

Tom Singleton, Suwannee River Water Management District, 850-556-9733

2. MEETING DATE:

5/17/16

3. REQUESTED MOTION/ACTION: N/A

4. Agenda Presentation

Time Requested: 15 min.

(Request will be granted if possible)

**ALLOTTED TIME NOT
MORE THAN 15 MINUTES**

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

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

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

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

The purpose of the address is to inform the Commissioner's and the public on the District's plans to update the Surface Water Improvement Management (SWIM) plans for protecting the water and natural resources in the Suwannee River and Coastal basins. The District will invite the County and other public and private stakeholders to participate in the updating process over the course of the next year.

The District will also discuss the opportunity to fund priority projects identified in the process with funding from the settlement of the Deepwater Horizon oil spill. These funds can be combined with other state and federal funding to implement projects in partnership with the County and other public and private interests in the county.

No supporting documentation attached.

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

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

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

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

Levy County Board of County Commissioners Agenda Item Summary

This completed form is required to be turned in at the Board of County Commission Office by noon on Wednesday before any Regular Meeting

1. NAME/ORGANIZATION/TELEPHONE: Crime Stoppers of Levy County	2. MEETING DATE: 05/17/2016
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3. REQUESTED MOTION/ACTION: Request for Letter of Authorization to allow Crime Stoppers of Alachua County to represent Levy County.

4. Agenda Presentation Time Requested: 10 (Request will be granted if possible) ALLOTTED TIME NOT MORE THAN 15 MINUTES	5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes ___ No <u>X</u> <i>IF NO, STATE ACTION REQUIRED</i> BUDGET ACTION: FINANCIAL IMPACT SUMMARY STATEMENT: NO IMPACT ON THE BUDGET OF LEVY COUNTY DETAILED ANALYSIS ATTACHED?: YES ___ NO <u>X</u> BUDGET OFFICER APPROVAL _____ DATE _____ FUNDING SOURCE: _____ ACCOUNT NUMBER: _____
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6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)
 Crime Stoppers of Levy County is NOT making a grant application for the FY2016-17 and after discussion with approval of the Levy County Sheriff request a letter of authorization from the Levy County Commission for the Crime Stoppers of Alachua County to represent Levy County and request any grant funds authorized them.

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

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

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

8. COMMISSION ACTION:

APPROVED
 DENIED
 DEFERRED DATE TO BRING BACK:
 OTHER SPECIFY:

THE HISTORY OF THE UNITED STATES

The history of the United States is a story of growth, struggle, and progress. From the first European settlers to the present day, the nation has evolved through various challenges and triumphs. The early years were marked by the search for a better life and the establishment of a new society. The American Revolution was a pivotal moment that led to the birth of a new nation, one that was founded on the principles of liberty and democracy.

The 19th century was a period of rapid expansion and industrialization. The westward movement opened up new territories and led to the discovery of gold and other resources. The Civil War was a defining moment that tested the nation's unity and led to the abolition of slavery. The Reconstruction era followed, a time of rebuilding and the struggle for civil rights.

The 20th century was a time of global conflict and social change. World War I and World War II shaped the nation's role in the world and led to the emergence of the United States as a superpower. The Great Depression was a period of economic hardship that led to the New Deal. The Civil Rights Movement was a struggle for equality and justice that changed the nation's social fabric.

The 21st century has been a time of technological advancement and global interconnectedness. The Internet and other digital technologies have transformed the way we live and work. The War on Terror and the 2008 financial crisis have been major challenges that have shaped the nation's current trajectory. The future of the United States remains uncertain, but the spirit of innovation and progress continues to drive the nation forward.

THE AMERICAN WEST

The American West is a region of vast natural beauty and rich history. It is a land of mountains, rivers, and plains, where the spirit of adventure and exploration has always been strong. The West was first explored by Spanish and French explorers, and then by American pioneers. The gold rush of the 1840s and 1850s led to a massive influx of people and the establishment of new settlements.

The West was a land of opportunity, but it was also a land of struggle. The pioneers faced harsh conditions and often clashed with Native Americans. The cattle and sheep ranching industry was a major part of the West's economy, and it led to the development of the cowboy culture. The West was a land of freedom, but it was also a land of inequality and social injustice.

The West has always been a land of change and progress. The discovery of gold and other resources led to the development of the West's economy. The West was a land of innovation and progress, and it played a key role in the nation's history. The West is a land of opportunity, and it continues to be a land of hope and promise for the future.

Levy County Board of County Commissioners

Agenda Item Summary

1. **NAME/ORGANIZATION/TELEPHONE:** FL DEPARTMENT OF TRANSPORTATION
 2. 386-758-3725

2. **MEETING DATE:**
 May 17, 2016

3. **REQUESTED MOTION/ACTION:** Please add Mr. Barney Bennette & Mr. Bill Henderson to the AGENDA.

4. Agenda Presentation

Time Requested: _____

(Request will be granted if possible)

**ALLOTTED TIME NOT
 MORE THAN 15 MINUTES**

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

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

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

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

The purpose of the visit is to present the Florida Department of Transportation's County Work Program Priorities.

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

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

8. COMMISSION ACTION:

___ APPROVED

___ DENIED

___ DEFERRED DATE TO BRING BACK:

___ OTHER SPECIFY:

Levy County Board of County Commissioners
Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:

SCOTT MIXON, CHET THOMPSON/GEORGIA-PACIFIC/850-371-1005

2. MEETING DATE:

5/17/2016

3. REQUESTED MOTION/ACTION:

N/A

4. Agenda Presentation

Time Requested: 15 min

(Request will be granted if possible)

ALLOTTED TIME NOT
MORE THAN 15 MINUTES

5. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : YES_ NO X_ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES__ NO__ BUDGET OFFICER APPROVAL ____ DATE

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

For the board's knowledge and information. Georgia-Pacific and the Foley Cellulose will complete significant improvements to the effluent treatment system by March 6, 2019, and relocate the treated effluent away from the fresh water portion of the Fenholloway river to the tidal portion of the river at mile marker 1.5 by March 6, 2021. The water quality improvements will enhance the natural flow pattern originating from San Pedro Bay, so that freshwater flows in the river more closely resemble the pattern as it was prior to the 1954 mill startup. The Fenholloway river system will meet Class III standards, acceptable for recreational use. Over \$100 million in mill process improvements have already resulted in significant water quality improvements in the Fenholloway River. Georgia-Pacific will complete additional improvements at a cost of \$70 -\$100 million.

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

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES__ NO	YES__ NO	YES__ NO	YES__ NO	YES__ NO	YES__ NO

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE: LEVY COUNTY ANIMAL SERVICES

2. MEETING DATE:
5/17/2016

3. REQUESTED MOTION/ACTION: 1) ADOPTION OF RESOLUTION 2016-028 ESTABLISHING ANIMAL SERVICES COMMITTEE AND ESTABLISHING PROCEDURES FOR COMMITTEE AND FOR APPEALS OF DANGEROUS DOG CLASSIFICATIONS; AND 2) APPOINTMENT OF MEMBERS OF ANIMAL SERVICES COMMITTEE.

4. Agenda Presentation

Time Requested: 9:00

a.m. _____

(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:

FINANCIAL IMPACT SUMMARY STATEMENT:

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

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

WE ARE ASKING FOR A COMMITTEE TO BE ESTABLISHED IN ORDER TO REPLACE THE OLD COMMITTEE AND TO COMPLY WITH FLORIDA STATUTES REGARDING DANGEROUS DOG CLASSIFICATIONS. WE ARE ASKING THE BOARD TO APPOINT MR. WILBUR DEAN, ASSISTANT TO THE COUNTY COORDINATOR; BOB LEVESQUE, PRESIDENT OF LEVY ANIMAL FRIENDS; AND DR. KATHY FLECK, VETERINARIAN/PRESIDENT OF SHELTERING HANDS. ALL WHOM MEET THE REQUIREMENTS SET OUT IN THE RESOLUTION.

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

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

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

**RESOLUTION
NUMBER 2016-028**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, REPEALING AND RESCINDING RESOLUTION 2008-05; ESTABLISHING THE ANIMAL SERVICES COMMITTEE; PROVIDING FOR ITS FUNCTIONS, POWERS, AND DUTIES; PROVIDING FOR MEMBERSHIP, APPOINTMENT, AND REMOVAL; PROVIDING FOR OFFICERS, QUORUM, AND RULES OF PROCEDURE; PROVIDING FOR COMPLIANCE WITH APPLICABLE LAWS; PROVIDING FOR APPEALS OF DANGEROUS DOG CLASSIFICATIONS AND RELATED PENALTIES; PROVIDING FOR FEES; PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, on January 22, 2008, the Board of County Commissioners ("Board") adopted Resolution 2008-05, establishing the Animal Services Committee (hereinafter sometimes "Committee") and providing for the organization and operations of that Committee; and

WHEREAS, the Animal Services Committee has not convened since its inception and the appointments to the Committee have expired; and

WHEREAS, and the Board now desires to update the purposes and organization of the Committee to improve its usefulness to the Board by adoption of this Resolution and repealing Resolution 2008-05; and

WHEREAS, unprovoked dog attacks are an increasingly serious and widespread threat to the safety and welfare of the citizens and domestic animals and livestock in Levy County; and

WHEREAS, unprovoked dog attacks can be attributed, in part, to the failure of owners to confine, properly train, and control their dogs; and

WHEREAS, Section 767.12, Fla. Stat., establishes regulations and procedures for classification of a dog as a dangerous dog by a local government animal control authority and imposing requirements for identification and confinement of a dangerous dog; and

WHEREAS, the regulations and procedures in Section 767.12, Fla. Stat., require in part that local governments establish a procedure to allow for a hearing of a determination by the animal control authority of the local government that a dog should be classified as a dangerous dog; and

WHEREAS, Section 767.135, Fla. Stat., establishes authority for an animal control authority to make a determination to euthanize a dog that has not been previously classified as a dangerous dog in an expeditious and humane manner when that dog attacks and causes severe injury or death to a human; and

WHEREAS, Section 767.135, Fla. Stat., also provides that the owner of a dog that is the subject of a determination by the animal control authority to euthanize the dog may request a hearing of that determination pursuant to the hearing procedures established by the local government in accordance with Section 767.12, Fla. Stat.; and

WHEREAS, the Board desires to adopt this resolution to establish a committee to

replace the Animal Services Committee established by Resolution 2008-05 to conduct hearings of determinations by Levy County Animal Services Department Director that there is sufficient cause to classify a dog as a dangerous dog pursuant to Section 767.12(1)(c), Fla. Stat., to conduct hearings of determinations by Levy County Animal Services Department Director that a dog shall be euthanized in accordance with Section 767.135, Fla. Stat., and to provide for other provisions and regulations governing such committee;

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

1. Resolution 2008-05 repealed. Resolution 2008-05, adopted by the Board on January 22, 2008, is hereby repealed.

2. Definitions. When used in this Resolution, the following terms shall have the meanings ascribed to them as follows, unless the context clearly indicates otherwise:

Board shall mean the Board of County Commissioners of Levy County, Florida.

Committee shall mean the Animal Services Committee established by this Resolution.

Department shall mean the Levy County Animal Services Department.

Director shall mean the Director of the Department, who also shall be the *animal control authority* as that term is used in Chapter 767, Fla. Stat.; or, in the event of the lack of an active Director for the Department, it shall mean the individual appointed by the Levy County Coordinator or the Board to be the administrative head of the Department.

3. Committee established. There is hereby established the Animal Services

Committee. The Committee shall replace the committee established by the Board by Resolution 2008-05.

4. Functions, powers and duties of the Committee. The functions, powers and duties of the Committee shall be as follows:

a. Conduct any hearing of an appeal of a determination made by the Levy County Animal Services Department Director that there is sufficient cause to classify a dog as a dangerous dog or of the appropriate penalty related to such determination, which hearing has been requested in writing by the owner of the dog, in accordance with Section 767.12, Fla. Stat., and in accordance with any subsequent ordinance or regulations that may be adopted by the Board governing animal control.

b. Conduct any hearing of an appeal of a determination made by the Levy County Animal Services Department Director that a dog shall be euthanized in an expeditious and humane manner when such dog has not been classified as dangerous and has attacked and caused death to a human, in accordance with Section 767.135, Fla. Stat., and in accordance with any subsequent ordinance or regulations that may be adopted by the Board governing animal control.

c. Any other duties assigned by the Board.

5. Hearing procedures. In the event the owner of a dog properly files an appeal and requests a hearing pursuant to this Resolution, the following procedures shall apply:

a. The Director shall set a date and time for the hearing to occur, which shall be no more than twenty-one (21) calendar days but no sooner than five (5) calendar days after receipt of such request. The hearing may be continued to a date outside of the previously stated time frame if circumstances arise which necessitate a continuance.

b. The purpose of any hearing is to provide a dog owner with an opportunity to contest the determination of the Director. As such, the burden shall rest with the dog owner to demonstrate material error in the Director's findings.

c. The dog owner may appear in person or may be represented by counsel at a hearing. In addition, although any hearing before the Committee shall be informal and not conducted with judicial formality, the dog owner shall be afforded the following rights:

- (1) To present his/her case by oral or documentary evidence; and
- (2) To be accompanied, represented, and advised by counsel; and
- (3) To offer the testimony of witnesses.

d. The Director may also present testimony and/or evidence relating to the events surrounding the Director's initial determination that is the subject of the hearing, or any other information which might indicate the dangerous propensity of a subject dog or supporting a determination to euthanize a dog.

6. Membership.

a. The Committee shall consist of three (3) members appointed by the Board. The members should include the County Coordinator or Assistant to the County Coordinator, and two (2) representatives from animal welfare organizations. If it is not possible to fill any of these positions because of lack of individuals willing or able to serve on the Committee, an individual's inability to serve, or an individual's lack of suitability to serve as determined by the Board, then the Board may appoint any interested resident of the County to fill the vacant position who otherwise meets the qualifications contained herein.

- b. Members shall be residents of Levy County, Florida.
- c. Members shall be able to devote the time necessary to participate in the activities of the Committee.
- d. Members shall have experience or interest in issues related to animal control or animal care.
- e. Members of the Committee shall serve without compensation and at the pleasure of the Board.
- f. Members shall be appointed to serve a term of four (4) years. Members shall be eligible for reappointment.

7. Removal from Committee; failure to attend hearings.

- a. Any member of the Committee may be removed from the Committee, with or without cause, by a majority vote of the Board.
- b. In the event that any Committee member is absent from three (3) consecutive Committee hearings without a satisfactory excuse acceptable to the Committee chair, the Committee chair shall notify, in writing, the chair of the Board of the member=s failure to attend without satisfactory excuse. The Board may declare the Committee member=s position to be vacant if the Board concurs that the Committee member was absent from three (3) consecutive Committee hearings without a satisfactory excuse and shall promptly fill the vacant position. The Committee member shall not serve after his or her position is declared vacant.

8. Officers, quorum, and rules of procedure of Committee.

- a. At the first meeting, and, if necessary, annually thereafter, the membership of the Committee shall elect a chair and vice chair from among the

members. Officers' terms shall be for one (1) year, with eligibility for reelection.

b. The presence of two (2) or more members shall constitute a quorum of the Committee necessary to take action and transact business. In addition, once quorum requirements have been met, a majority vote of the Committee members present at a meeting shall be necessary in order to take official action. A tie vote shall not be considered an affirmative vote.

c. The Committee may, by a majority vote of the entire membership of the Committee, adopt rules of procedure or bylaws for the transaction of business. The Committee shall keep a written record of meetings, actions, findings and recommendations. Copies of all Committee minutes, actions, reports, findings and recommendations shall be submitted to the Board.

9. Compliance with applicable laws.

a. The Committee's and the County's activities pursuant to this Resolution shall be consistent with federal and state laws and regulations.

b. All meetings of the Committee will be open to the public and subject to the applicable provisions of the Florida open meetings (Sunshine) laws, Section 286.011, Florida Statutes.

c. The records of the Committee shall also be subject to the applicable provisions of the Florida Public Records Law, Chapter 119, Fla. Stat.

d. The members of the Committee shall be subject to the applicable provisions of the Code of Ethics for Public Officers and Employees, Chapter 112, Part 111, Florida Statutes.

10. Duties of the County Coordinator. The duties of the County Coordinator

shall be:

a. To provide staff to administer the activities of the Committee in accordance with the policies of the Board, this resolution, and any applicable state statutes and ordinances adopted by the Board.

b. To provide periodic written reports to the Board on the activities of the Committee.

c. To provide staff for any additional technical or administrative support as deemed appropriate.

11. Appeal of final classification of dangerous dog and related penalties. Upon the issuance of a written final order from the Director to the owner of a dog of a dangerous dog classification and penalty after a hearing before the Committee or by operation of law without an appeal, the owner of the dog may appeal the classification, the penalty, or both, in accordance with general law.

12. Fees. The owner of a dog that is the subject of a dangerous dog investigation, that is the subject of any hearing on a finding by the Director that there is sufficient cause to classify the dog as dangerous or on a finding by the Director regarding related penalties, or that is the subject of any hearing on a final order classifying the dog as dangerous and imposing the related penalty, shall be responsible for payment to the County of all boarding costs and other fees as may be required to humanely and safely keep the dog during the dangerous dog investigation or any of the appeal procedures.

13. Effective Date. This resolution shall take effect immediately upon adoption by the Board of County Commissioners of Levy County, Florida.

PASSED AND DULY ADOPTED this 17th day of May, 2016.

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

John Meeks, Chair

ATTEST:
Clerk of the Circuit Court and
Ex Officio Clerk to the Board
of County Commissioners

Danny J. Shipp

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

Anne Bast Brown, County Attorney

z:/res/animal.services.committee.final(2).doc
LR2006-90

Levy County Board of County Commissioners
Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE: LEVY COUNTY TRANSIT/CONNIE CONLEY-DIRECTOR	2. MEETING DATE: May 17, 2016
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3. REQUESTED MOTION/ACTION:
 Board approval requested to submit application for Transportation Disadvantaged Trip & Equipment Grant

4. Agenda Presentation Time Requested: _____ (Request will be granted if possible) ALLOTTED TIME NOT MORE THAN 15 MINUTES	5. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : YES_ NO_ IF NO, STATE ACTION REQUIRED BUDGET ACTION: FINANCIAL IMPACT SUMMARY STATEMENT: DETAILED ANALYSIS ATTACHED?: YES__ NO__ BUDGET OFFICER APPROVAL _____ DATE
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6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)
 This grant application is for the amount of \$474,013.00 at 90% with 10% local match.
 The funding will cover the period of July 1, 2016 thru June 30, 2017.

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 <u>X</u> NO	YES__ NO	YES__ NO	YES__ NO	YES <u>X</u> NO	YES__ NO

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

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE: LEVY COUNTY TRANSIT/CONNIE CONLEY-DIRECTOR	2. MEETING DATE: May 17, 2016
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3. REQUESTED MOTION/ACTION:
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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 <u>X</u> NO	YES__ NO	YES__ NO	YES__ NO	YES <u>X</u> NO	YES__ NO

8. COMMISSION ACTION:

APPROVED
 DENIED
 DEFERRED DATE TO BRING BACK:
 OTHER SPECIFY:



Transportation Disadvantaged Trip & Equipment Grant Application Form

Grant Recipient Legal Name	Levy County Board of County Commissioners		
Federal Employer Identification Number	59-6000717		
Registered Address	P.O. Box 310		
City and State	Bronson, FL	Zip Code	32621
Contact Person for this Grant	Connie Conley	Phone Number <i>Format 111-111-1111</i>	352-486-3485
E-Mail Address [Required]	conley-connie@levycounty.org	Fax Number <i>Format 111-111-1111</i>	352-486-3312
Project Location [County(ies)]	Levy	Proposed Project Start Date	7/1/2016
Fiscal Year Budget Allocation			
	Planning Funds Transferred from Planning Agency		0.00
	Grant Amount – State Allocation [90%]		377,234
	Grant Amount – Local Match [10%]		41,915
	Grant Amount – Proviso [90%]		49,365
	Grant Amount – Proviso Match [10%]		5,485
	Voluntary Dollar Amount		13
	Local Match for Voluntary Dollars [In Kind]		1
	Total Project Amount		\$474,013.00

Anticipated Capital Equipment Request	
Description of Capital Equipment	\$ Amount
Enter Capital Equipment Description	0.00
Enter Capital Equipment Description	0.00
Enter Capital Equipment Description	0.00
Total Capital Equipment Request Amount	\$ 0.00

If Requesting Capital Equipment Local Coordinating Board Review IS Required

This Application Form requesting the purchase of capital equipment has been review by the Enter Name of LCB Local Coordinating Board

_____ 5/17/2016
Signature of Local Coordinating Board Chairperson **Date**

I, John Meeks, Board Chairman , as the authorized Grant Recipient Representative, hereby certify that the information contained in this form is true and accurate and is submitted in accordance with the grant application instructions.

_____ 5/17/2016
Signature of Grant Recipient Representative **Date**

*Levy County Board of County Commissioners
Agenda Item Summary*

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION: SHIP -Shenley Neely	2. MEETING DATE: MAY 17 , 2016
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3. REQUESTED MOTION/ACTION:
 A motion to approve the Subordination Agreement for Tarrin E. Luke SHIP Purchase Assistance Case PA #491

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 _____

FUNDING SOURCE : _____ ACCOUNT NUMBER: _____

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

REFINANCED LOAN MEETS THE COUNTY SUBORDINATION REQUIREMENTS:

1. NO CASH PAYMENT TO BORROWER
2. LOWER INTEREST RATE AND PAYMENTS (PRINCIPAL AND INTEREST)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>			
				AGG 5-10-16	

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK: _____

OTHER SPECIFY: _____

SUBORDINATION OF MORTGAGE

NOTICE THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT

THIS AGREEMENT is made this day of 2016 By **Levy County** (hereinafter "Lien-holder") AND **FREEDOM MORTGAGE CORPORATION**, a New Jersey corporation (hereinafter "Lender") whose address is 907 Pleasant Valley Avenue, Suite 3, Mount Laurel, New Jersey 08054

RECITALS

1. Lien-holder now owns or holds an interest as Mortgagee of a certain mortgage made to **Levy County** and Dated on **March 17, 2010** recorded on **March 30, 2010** in the office of the LAND RECORDS in and for the County of Levy, State of FL, **Instrument Number 537494 in Book 1194 Page 608**, in the original amount of **\$19,400.00** and is now showing as a lien on certain premises with a property address:

8931 Northeast 102nd Court Bronson, FL 32621-3855

which premises are more fully described in **Exhibit A** attached hereto and incorporated herein by reference ("Property");

2. **Tarrin E. Luke** are the present owners of the Property and are about to execute a Mortgage/Deed of Trust and Note not to exceed the sum of **\$78,112.00** in favor of Lender.

3. Lender is willing to make such loan to Owner provided that Lender obtains a first lien on the Property and Lien-holder agrees to unconditionally subordinate its lien to the lien in favor of Lender in the manner hereinafter described.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged by First Lien-holder, and to induce Lender to make a loan to Owner, Lien- **Levy County** hereby agrees with Lender, **FREEDOM MORTGAGE CORPORATION**, that the mortgage/deed of trust securing the note in favor of Lender, **FREEDOM MORTGAGE CORPORATION**, and any renewals, extensions or modifications of it, will be and shall remain a lien on the Property prior and superior to the lien in favor of Lien-holder, **Levy County** in the same manner as if Lender's mortgage/deed of trust had been executed and recorded prior in time to the execution and recordation of Lien-holder's lien.

Lien-holder Levy County further agrees that:

1. Lien-holder, Levy County will not exercise any foreclosure rights with respect to the property and will not exercise or enforce any right or remedy which may be available to Mortgagee with respect to the Property without prior written notice to the Lender, **FREEDOM MORTGAGE CORPORATION**. All such notices should be sent to:

FREEDOM MORTGAGE CORPORATION
 907 PLEASANT VALLEY AVENUE
 SUITE 3
 MOUNT LAUREL, NEW JERSEY 08054

2. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed or terminated, except by a written document signed by both parties. This Agreement shall be binding upon Lien-holder and the heirs/representatives, successors and assigns of Lien-holder, and shall inure to the benefit of and shall be enforceable by Lender and its successors and assigns; Lien-holder waives notice of Lender's acceptance of this Agreement.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

Witness

Lien Holder:
Levy County

BY: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 2016 before me, the undersigned, a Notary Public in and for said county, personally appeared to me personally known or satisfactorily proven by production of the following identification:

_____ and
who being duly sworn, did say that he/she is the _____ of
Levy County the entity whose name appears on the foregoing instrument and that he/she is so authorized and did execute said instrument as on behalf of said entity as a voluntary act for the purposes heretofore mentioned.

WITNESS my hand and notarial seal the day and year last above written

NOTARY PUBLIC

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

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:

PLANNING DEPARTMENT 352-486-5405

2. MEETING DATE:

May 17, 2016

3. REQUESTED MOTION/ACTION:

For information purposes- hear an update by staff on the progress of the Planning Commission meeting held on proposed amendments to the Comprehensive Plan.

4. Agenda Presentation Time

Requested: 0

(Request will be granted if possible)

ALLOTTED TIME NOT MORE THAN 15 MINUTES

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES_ NO_ IF NO, STATE ACTION

REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

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

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

Enclosed in your packet is the second set of Comprehensive Plan Elements that were presented to the Planning Commission on May 2, 2016. Staff will provide a brief overview of changes proposed for the Intergovernmental Coordination, Infrastructure, Capital Improvement and Public School Facilities Elements of the Comprehensive Plan. The final remaining elements (Conservation, Coastal Management, Recreation/Open Space and Springs Protection) will be brought before the Board of County Commissioners after they are reviewed by the Planning Commission. Once all the proposed changes have been reviewed by both the Planning Commission and Board of County Commissioners, a complete packet will be brought before the Planning Commission at a public hearing for a recommendation to be made to the Board. The Board will then hold a public hearing to "transmit" proposed changes to Florida Department of Economic Opportunity.

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

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:



LEVY COUNTY PLANNING DEPARTMENT

Planning Department, PO Box 930, Bronson FL 32621 / Office (352) 486-5405 / Fax (352) 486-5549

May 3, 2016

TO: Board of County Commissioners of Levy County

FROM: Shenley Neely, Planning Director

RE: **Agenda Item May 17, 2016: Proposed Comp Plan Amendments**

Enclosed for your review is an information packet containing the proposed draft text amendments to some of the elements in the Comprehensive Plan that were reviewed by the Planning Commission at their regular May 2, 2016 meeting.

The primary purpose of providing you this information is to keep you informed on the process of updating the Comprehensive Plan and to apprise you of the results of the monthly Planning Commission meetings held as we progress through the updating of our Comprehensive Plan.

If you have questions, suggestions or need additional information, please feel free to contact us anytime. Thank you.

INFRASTRUCTURE ELEMENT

**INFRASTRUCTURE ELEMENT
GOALS, OBJECTIVES AND POLICIES**

Element Guide:

Stormwater Management Sub-Element

- Objective 1 Stormwater and Floodplain Protection**
Stormwater Management Level of Service
Natural Drainage/ Water Quality

Aquifer Recharge Sub-Element

- Objective 1 Natural Groundwater Recharge Areas, Discharge Features, and Wetland Preservation**
Wetland Preservation
- Objective 2 Water Conservation**

Solid Waste Sub-Element

- Objective 1 Solid Waste Management and Services**
Landfill Timeframe and Management
Solid Waste Level of Service

Potable Water Quantity And Quality Sub-Element

- Objective 1 Water Source Protection and Potable Water Supply LOS**
Water Transfers
Monitoring Groundwater Resource
- Objective 2 Estuary and Living Marine Resources**
- Objective 3 Discourage Urban Sprawl**
Provision of Service in Municipal Service Districts/ Guidelines
Private Potable Water Facilities/Countywide
- Objective 4 Potable Water Facility, LOS, Operations and Deficiencies**
Potable Water Level of Service
Interlocal Coordination
Facility Operation and Maintenance
Capital Improvement Priorities
- Objective 5 Water Conservation**
Natural Resource Protection
Water Supply Protection

Sanitary Sewer Sub-Element

- Objective 1 Discouraging Urban Sprawl**
 Sanitary Sewer Level of Service
 Wastewater Treatment Systems Guidelines
 Centralized Wastewater Treatment Systems Guidelines
 Private Package Treatment Plants / ~~Owner Occupied~~ Residential single-family developments in Municipal Service Districts
 Package Treatment Plants / ~~Non-Owner Occupied~~ Other residential development
 Outside Municipal Service District/ Private Package Treatment Plant

- Objective 2 Treatment Plant Failures**
 Monitoring Program
 Interlocal Coordination

Utilities Sub-Element

- Objective 1 Utility Guidelines**

Stormwater Management Sub-Element

Goal:

Ensure that stormwater management systems are adequately ~~provided~~ to reduce the risk of public endangerment and property damage from long term flooding and protect surface and ground water quality.

Objective 1 Stormwater and Floodplain Protection

Review and update the ~~Land Development Regulation~~ land development regulations annually to assure that stormwater and floodplain management standards are consistent with local, state and federal management regulations.

Policy 1.1 ~~Land Development Regulations~~ development regulations shall implement development standards for floodprone and wetland areas. New development shall be required to provide on-site water retention and/or detention areas adequate to accommodate any increased stormwater run-off unless exemption is permitted under the applicable Water Management District regulation.

Stormwater Management Level of Service

Policy 1.2 Stormwater management facilities shall meet the following level of service standards and guidelines:

Quantity

- a. A Standard: The design of stormwater management facilities shall comply with the applicable Water Management District standards for stormwater quantity. (i.e., F.A.C. Rule ~~40B and 40B-4062-330~~ for SRWMD and F.A.C. Rules 40D-4, 40D-40 and 40D-400 for SWFWMD).

- b. Guideline: On-site post development stormwater management and runoff conditions shall not exceed the rate and volume of pre-development conditions.

Quality

- a-B. Standard: Water discharge treatment shall be consistent with F.A.C. Rule 62-25.

- b. Guideline: Discharge equal to ambient conditions, with treatment of the first one (1) inch.

Policy 1.3 All developments shall comply with the provisions of the Land Development Code regulating stormwater and floodplain management.

Natural Drainage/ Water Quality

Policy 1.4 Stormwater quality will be analyzed and treated to remove and eliminate pollutants prior to discharge into sinkholes or other natural drainage areas (i.e., wetlands, marshes, waterbodies etc.). New developments shall ensure that stormwater discharge into natural drains meet water quality standards in Chapter 62-25, F.A.C.

Policy 1.5 The adopted level of service for floodplain protection is the 100-year flood elevation and/or consistent with National Flood Insurance Program requirements.

Aquifer Recharge Sub-Element

Goal:

Protect the quality and supply of ground water through the proper management of development activities in aquifer recharge/discharge and floodprone areas.

Objective 1 Natural Groundwater Recharge Areas, Discharge Features and Wetland Preservation

Protect the natural functions of groundwater recharge and discharge areas by identifying the sensitive features of the land and providing Land Development Regulations standards to ensure the adequate provision of stormwater facilities and floodplain management.

Policy 1.1 Proposed land uses and development will be reviewed to identify natural groundwater recharge/discharge (i.e., wetlands, floodplains) areas and karst characteristics of the land using the best available data including, but not limited to, topographic maps delineating the 100- year and 10-year flood elevations and FEMA maps.

Policy 1.2 Development that impairs the function of the aquifer recharge and discharge areas, to the maximum extent possible, will be directed away from the most sensitive portion of the land.

Wetland Preservation

Policy 1.3 Wetlands shall be protected and preserved. New development shall preserve the total area of wetlands on site and protect the natural drainage features of associated wetland systems. All water courses shall be preserved in a natural state to protect the natural drainage features of the land. However, development necessary for essential public uses may be allowed in such areas consistent with Conservation Element Policy 3.1.

Objective 2 Water Conservation

Conserve water and water resources to protect springs.

Policy 2.1 The use of landscaping best management practices as described in Guidelines for Model Ordinance Language for Protection of Water Quality and Quantity Using Florida Friendly Lawns and Landscapes. (Florida Department of Environmental Protection, September 2, 2003) is required.

Policy 2.2 Levy County will establish guidelines for managing existing and future lawns and landscapes at all Levy County facilities using the educational guidelines contained in the University of Florida Extension’s Florida Yards and Neighborhoods Program, Environmental Landscape Management (ELM) principles and Best Management Practices. Such guidelines shall include practices that are designed to reduce nitrate infiltration into ground and surface water.

Policy 2.3 All golf course siting, design, construction and management shall implement the prevention, management and monitoring practices, detailed in the golf course siting, design and management chapter of the Protecting Florida’s Springs Manual Land Use Planning Strategies and Best Management Practices (November 2002). These practices are derived from the Audubon International Signature Program.

Policy 2.4 Levy County will establish a model water ordinance for Florida Friendly Fertilizer Use on urban landscapes and priority focus areas of all Outstanding Florida Springs by July 1, 2017.

Solid Waste Sub-Element

Goal:

Protect the environmental and economic quality of the County through the proper management and disposal of solid and hazardous waste to meet the current and future demands of the County.

Objective 1 Solid Waste Management and Services

Ensure adequate solid waste facilities and disposal services to accommodate future needs and prevent and/or remedy deficiencies.

Policy 1.1 The County will continue to investigate and develop feasible methods to improve disposal services and prevent deficiencies. These methods will include, but are not limited to:

- a. Coordinating the extension of services by pursuing interlocal agreements to provide collection services within the Municipal Service Districts;
- b. Monitoring the capacity and projected demand on existing facilities;
- c. Increase the landfill capacity by reducing waste volume. Methods include implementing recycling, chipping and composting programs.
- d. Consider a licensing and/or franchising program for solid waste providers in the County.

Policy 1.2 The County shall identify appropriate locations for the development or use of transfer stations as warranted due to development proposals and/or population density increases, and when economics indicate support for such facilities. The County shall consider development agreements for the

provision of solid waste transfer facilities when determined to be appropriate by the Board of County Commissioners.

Policy 1.3 Site criteria for waste management transfer facilities shall be specified in the land development regulations and shall address, at a minimum, provisions for the following:

- a. ensuring compatibility of a subject waste management facility within the given area;
- b. access by collection vehicles, automobiles, and, where applicable, transfer vehicles;
- c. safeguards against water and ground pollution originating from the disposal of wastes;
- d. security, such as fencing, gated entrances, lighting, and/or manned facilities, and;
- e. buffering from adjacent uses.

Policy 1.4 The County shall encourage the use of best management practices for livestock and equine waste and will partner with the Florida Department of Environmental Protection, Department of Agriculture and Consumer Services and other agencies that promote best management practices in order to protect the quality of surface and groundwater resources and minimize hazards to health, welfare and safety.

Landfill Timeframe and Management

Policy 1.5 The Levy County Landfill is designed to handle all future solid waste disposal needs to the year ~~2020~~ 2034.

Policy 1.6 The County will monitor and adjust solid and hazardous waste management operations to:

- a. Accommodate changes in disposal technologies;
- b. Meet State and Federal regulatory standards;
- c. Efficiently handle changes in composition and quantity, including hazardous waste; Protect the environmental quality of the County;
- d. Prevent deficiencies.

Policy 1.7 Alternative disposal methods will be evaluated on a periodic basis, with recommendations from the County Engineer.

Solid Waste Level of Service

Policy 1.8 The Level of Service Standard for solid waste is 2.8 pounds of waste generation per person, per day or an equivalent residential unit (ERU) for non-residential development. This standard will be used in determining the available facility capacity and the demand generated by proposed development.

Policy 1.9 The generation of waste shall be calculated for new development using the adopted level of service standard. The projected impact shall be used as the basis for determining the capacity and improvement needs to maintain adequate solid waste disposal service.

Potable Water Quantity and Quality Sub-Element

Goal:

Protect, maintain and conserve the source, quality and supply of potable water to serve existing and future development and population needs.

Objective 1 Water Source Protection

Coordinate with the Water Management Districts to develop water supply and quality protection standards, monitoring systems, and other measures to enhance the quality and supply of potable water.

Policy 1.1 The County will coordinate with the Water Management Districts to develop water plan policies to ensure that the projected increase of water use for agricultural, residential and commercial uses are met and to address potential demands for water transfers to other counties.

Water Transfers

Policy 1.2 The Board of Levy County Commissioners is opposed to inter-basin transfers of water.

Monitoring Groundwater Resources and Potable Water Supply LOS

Policy 1.3 The County will ensure that an adequate water supply will be available for current and future demands. The County will support studies by the Water Management Districts to inventory groundwater resource availability and identify safe water consumption and/or withdrawal quantity thresholds.

Policy 1.4 The County will use Water Management District study recommendations to prepare and consider for adoption, ~~Land Development Regulations~~ land development regulations standards for water withdrawal standards, including safeguards and guidelines.

Policy 1.5 The Level of Service (LOS) for potable water supply shall be 150 gallons per capita per day.

Policy 1.6 Within 18 months of the adoption of a regional water supply plan which includes Levy County by either the Suwannee River Water Management District and the Southwest Florida Water Management District (whichever is the later of the two), the County shall amend its Comprehensive Plan to (Subsection 163.3177(6)(c) f.s.):

- a. identify alternative and traditional water supply projects and conservation and reuse measures necessary to meet the water needs identified in the regional water supply plans, and,
- b. incorporate a work plan for at least a 10-year planning period for the development of water supply projects that will meet the water needs identified in the regional water supply plans to serve existing and new development.

Objective 2 Estuary and Living Marine Resources

Protect and preserve estuarine water quality and recreational and commercially important fish or shellfish areas by maintaining existing flows and levels of surface water resources and limiting the adverse impact of development.

Policy 2.1 Utilize the Waccasassa Basin data available from the Suwannee River Management District to determine stormwater management needs, costs and improvements to protect water quality.

Policy 2.2 The County will request the Suwannee River Water Management District to conduct a County drainage basin study using District funds.

The priority areas upon which the drainage basin study should focus are:

- a. The Bronson Municipal Service District, as shown on the Future Land Use Map.
- b. The Wekiva Springs watershed area.
- c. The Gulf Hammock/U.S. 19 areas.
- d. Commercial marinas, campgrounds and County boat ramp facilities.

Policy 2.3 Shoreline development and land uses in environmentally sensitive areas shall be consistent with policies and guidelines described in the Conservation and Coastal Management Element.

Objective 3 Discourage Urban Sprawl

Encourage compact urban development patterns and provide for the efficient use of existing public services and facilities in Municipal Service Districts.

Policy 3.1 The County will maximize the use of existing centralized potable water facilities and discourage urban sprawl by limiting urban services to Municipal Service Districts, special districts, and urbanized and commercial areas shown on the Future Land Use map.

Policy 3.2 The County will provide for higher density and intensity land uses within Municipal Service Districts and areas with existing public facilities, including special districts. Land Development Regulations shall establish standards and requirements for the provision and use of centralized water supply systems.

Provision of Service in Municipal Service Districts/ Guidelines

Policy 3.3 The County will maximize the use of existing facilities using the following land development guidelines and standards in Municipal Service Districts:

- a. Land use densities and intensities shall be increased in relation to available capacity of infrastructure.
- b. New subdivisions shall:
 - 1. Provide central water facilities (community wells) for densities exceeding 1 unit per acre.
 - 2. Provide central water and sewer facilities for densities exceeding 3 units per acre.
- c. New subdivisions shall provide central water and sewer facilities, consistent with the Florida Department of Environmental Protection (FDEP). Private wells and septic tanks shall be provided consistent with the Florida Department of Health (DOH) requirements.

Private Potable Water Facilities/Countywide

Policy 3.4 Residential development requiring a central “package” water system shall be limited to Municipal Service Districts. Development approval shall be contingent on documented confirmation that services will be provided concurrent with development. “Package” water systems may be allowed as an interim measure and designed for future hook-up to a municipal or sub-regional facility. If approved, at a minimum, a plan for connection to the applicable municipal system shall be required. If compelling information exists to demonstrate that the lack of a central package water system outside of a Municipal Service District poses a significant health or environmental problem for which there is no other feasible solution, the County may allow private package treatment plants on a case by case basis for residential development. A permitting process shall be established in the Land Development Code which requires, at a minimum, that the applicant demonstrate the following:

- a. that alternative systems of wastewater disposal are not feasible;
- b. that there will be no adverse impacts on water quality; and
- c. adequate protection of County or public financial or other resources in the event of the need for subsequent County or public operation of such plant.

Policy 3.5 Non-residential development requiring package water systems may be permitted in compliance with Levy County Health Department regulations and Department of Environmental Protection.

Policy 3.6 Proposed residential developments requiring a centralized water system shall provide written confirmation that there is available capacity to meet the Level of Service standard and services are located or will be extended to serve the project concurrent with development.

Objective 4 Potable Water Facility LOS, Operations and Deficiencies

Coordinate with the developers, appropriate municipalities, and regulatory agencies to identify and correct system deficiencies and provide adequate potable water facility operations.

Potable Water Level of Service

Policy 4.1 The Level of Service (LOS) standard for potable water supplies in unincorporated areas is 150 gallons per capita per day or an Equivalent Residential Unit (ERU) for non-residential development. ~~If appropriate, a higher level of service as adopted by the municipal jurisdiction which commits to provide the service may be required.~~ If the development is located in an unincorporated area with potable water service provided by a municipal jurisdiction, that municipal jurisdiction’s potable water LOS standard shall apply.

Policy 4.2 Proposed development will be reviewed to ensure that the projected impacts do not lower the level of service. New residential development consisting of more than six (6) residential units in a Municipal Service District and located at the nearest property boundary within 300 feet of centralized public potable water facilities, shall be required to connect to the centralized public potable water facility. If centralized potable water services are not available, the applicant shall provide written verification from the municipality that service or capacity is not available. Lot sizes of three (3) acres or greater shall not be required to connect to public potable water until such time as they develop at a higher density.

Interlocal Coordination

Policy 4.3 The County will pursue inter-local agreements with appropriate municipalities, to ensure that potable water systems standards are consistent with existing potable water facility capacity and development regulations do not conflict with planned expansions into Municipal Service Districts.

Policy 4.4 Although the provision of public centralized potable water systems is generally under the jurisdiction of municipalities and other public facility providers, the County shall coordinate with the municipalities and other public facility providers to ensure that extensions are made in the areas of greatest growth and in areas with poor soils and/or other environmental conditions least capable of supporting private water wells. This coordination shall include, but not be limited to: initiatives made by the County to share land use information with the municipalities; review of soils data in areas adjacent to municipalities; and interlocal agreements providing for water line extensions by the municipalities into adjacent unincorporated areas in conjunction with grants and other similar activities mutually agreed upon by the municipalities and the County. Interlocal agreements may be sought with municipalities to include delineation of specific service area boundaries, and schedules for facility provision.

Facility Operation and Maintenance

Policy 4.4 The County will coordinate with the Florida Department of Environmental Protection (FDEP), and any other applicable state or federal agency, to assure that public and private potable water facilities are maintained and operated in compliance with applicable state rules.

Capital Improvement Priorities

Policy 4.5 Replacement and/or correction of any future facility deficiencies shall be consistent with standards set forth in the Capital Improvements and Coastal Management Element and prioritized as follows:

- Priority # 1: The replacement of a facility which poses an imminent threat to the public health or safety.
- Priority # 2: The replacement of essential public services; i.e. water services to County offices and departments, and County utility operations.
- Priority # 3: All others.

Objective 5 Water Conservation

Continue to P promote water conservation measures, including measures described in the County’s Water Conservation Ordinance, with the long-term goal of reducing per capita consumptive use consumption.

Policy 5.1 The building codes will require new construction to incorporate water conservation features.

Policy 5.2 The beneficial use of reclaimed water shall be encouraged within the groundwater basin from which it was withdrawn. The County will coordinate with the appropriate Water Management District on the provision of reuse facilities.

Natural Resource Protection

Policy 5.3 The County will encourage the use of water conservation techniques in the design of new developments. Land Development Regulations shall:

- a. Regulate and minimize development impacts to environmentally sensitive lands as set forth in the Conservation and Coastal Elements of the Plan.
- b. Provide for innovative land use design techniques, including but not limited to, incentives for clustered development and the preservation of open space and existing vegetation. Land Development Regulations will include standards to allow for cluster subdivisions.

Water Supply Protection

Policy 5.4 The County will cooperate with the Water Management Districts in instituting water conservation measures to address drought conditions.

Sanitary Sewer Sub-Element

Goal:

Ensure that sanitary sewer services and treatment facilities are adequately provided to support orderly, compact urban growth in a manner that protects surface and ground water quality.

Objective 1 Discouraging Urban Sprawl

Encourage compact urban development patterns and provide for the efficient use of existing public facilities in Municipal Service Districts.

Policy 1.1 The County will maximize the use of existing centralized sanitary sewer facilities and discourage urban sprawl by limiting urban services to Municipal Service Districts, special districts urbanized areas and commercial areas shown on the Future Land Use map.

Policy 1.2 Local ordinances dealing with wastewater treatment and disposal will be prepared and considered for adoption. These ordinances may include, but are not limited to, types and locations of sewage lines and treatment plants, hook-ups to existing public sewer systems, the location, timing and intensity of development in relation to the availability of sewer service, and the installation during construction of sewer stubs to provide future hook-ups to central sewers when they become available.

Policy 1.3 The County will investigate the feasibility of allowing cluster decentralized sewage systems in rural areas to achieve water quality goals. The County will analyze costs, benefits, potential profits and the need for responsible management entities.

Sanitary Sewer Level of Service

Policy 1.4 The County will utilize a level of service standard for sanitary sewer services to ensure the availability of services in the Municipal Service District and develop future facility design requirements.

Policy 1.5 All central sewer systems shall be designed and constructed to provide a minimum average daily flow of one hundred [100] gallons per capita per day, or an Equivalent Residential Unit (ERU) for non-residential development, or if appropriate, a higher level of service as adopted by the municipal jurisdiction which commits to provide the service.

Policy 1.6 Residential population densities in any PUD served by a wastewater treatment plant may not exceed the gross density that would have been allowed for a conventional development, as established by the Future Land Use Map.

Policy 1.7 New residential development consisting of more than six (6) residential units in a Municipal Service District and located at the nearest property boundary within 300 feet of public sanitary sewer facilities, shall be required to connect to public sanitary sewer. If public sanitary sewer services are not available, the applicant shall provide written verification from the municipality that service or capacity is not available. Lot sizes of three (3) acres or greater shall not be required to connect to public sanitary sewer until such time as they develop at a higher density.

Wastewater Treatment Systems Guidelines

Policy 1.8 To ensure the availability of services, private package plants and centralized sanitary sewer systems may be permitted in Municipal Service Districts consistent with the guidelines and standards of this element.

It is the intent that wastewater treatment plants, centralized treatment plants and package treatment plants shall ultimately be under public ownership. Allowable private package plants shall be permitted as an interim measure and designed to provide for future hook-up to a municipal or sub-regional facility. The applicant shall be required to commit to a transfer ownership of the system to the municipal entity.

Policy 1.9 As defined by this Comprehensive Plan:

- a. Wastewater treatment plant - a facility designed to collect, transmit, treat or dispose of wastewater, excluding onsite sewage treatment and aerobic treatment systems covered by Rule 64E-6, F.A.C.
- b. Centralized treatment plant - a wastewater system having a permitted capacity of 100,000 gallons per day or greater.
- c. Package treatment plant - a wastewater treatment system having a permitted capacity of less than 100,000 gallons per day.

Centralized Wastewater Treatment Systems Guidelines

Policy 1.10 Centralized wastewater treatment systems will be limited in location to: Municipal Service Districts (MSD's); Developments of Regional Impacts (DRI's); Florida Quality Developments (FQD's); unincorporated communities recognized by the County and identified on the Future Land Use Map; and special sewer districts created by the County in accordance with State law.

Private Package Treatment Plants/Owner Occupied Residential single-family developments in Municipal Service Districts

Policy 1.11 ~~The County continues to prohibit the use of private package treatment plants to serve owner-occupied residential development, including mobile home subdivisions.~~ Private package treatment plants to serve residential single-family developments, including mobile home developments, shall be prohibited unless However, if compelling information exists to demonstrate that the lack of a package wastewater treatment plant poses a significant health or environmental problem for which there is no other feasible solution-- the Levy County may allow private package treatment plants to serve owner-

occupied residential development in Municipal Service Districts on a case by case basis. A permitting process shall be established in the Land Development Code which requires, at a minimum, that the applicant demonstrate the following:

- a. consistency with Policy 1.13 (b - g);
- b. that alternative systems of wastewater disposal are not feasible;
- c. that there will be no adverse impacts on water quality; and
- d. adequate protection of County or public financial or other resources in the event of the need for subsequent County or public operation of such plant.

Package Treatment Plants/~~Non-Owner-Occupied~~ Other residential development

Policy 1.12 Private package plants for ~~non-owner-occupied rental~~ non-single-family housing development, travel trailer parks, mobile home parks, congregate living facilities and other ~~non-owner residential development outside of single-family residential development in a municipal service district~~ may be permitted consistent with Policy 1.13.

Outside Municipal Service District/Private Package Treatment Plant

Policy 1.13 ~~Non-owner-occupied~~ Private package treatment plants are permitted outside the Municipal Service Districts provided that they must meet or exceed the following standards:

a. Locations:

- 1. **Recognized unincorporated Communities and Commercial Areas** - Permitted in each of the named unincorporated communities and areas designated Commercial on the future land use map.
- 2. **Rural Commercial Nodes-**
On ~~Florida Intrastate System (FIHS)~~ Strategic Intermodal System (SIS) - Permitted at each rural commercial node on the ~~Florida Intrastate System Strategic Intermodal System~~.

On ~~Non-FIHS~~ non-SIS roadway- Must meet or exceed one of the following thresholds:

- a. 200 platted lots outside of a Municipal Service District, (or homes constructed) within a one-mile radius of the proposed location.
 - b. 1,000 vehicles per day, average daily traffic on an abutting road.
 - c. The distance to any other developed rural commercial node is two (2) miles or greater.
- 3. **For the purpose of Retrofitting** - Permitted in instances where "retrofitting" of an existing on-site system is necessary to correct a health hazard or to meet state environmental standards.
 - 4. **Water Dependent Uses** - Permitted for water-dependent uses, which for the purposes of this plan are defined as activities which can be carried out only on, in adjacent to, or connected to bodies of water (lakes, rivers, the Gulf, etc.) because the use requires access to the water body for: waterborne transportation, including ports or marinas; recreation; public utilities (electric generation, water

supply, etc.); aquacultural; or other uses that are dependent upon large quantities of water or water bodies.

- 5. **Industrial Areas** - Permitted for industrial areas shown on the Future Land Use Map.
- 6. **Specialized Uses**- Institutional, tourist/entertainment, and resource-based recreation.

b. Densities of Development:

In no instance may gross densities be increased above those levels shown for the area on the Future Land Use Map. As used here, gross density is the number of dwelling units divided by the acres in the total development. Subdivisions which were recorded and met all then-current regulations and which predate the comprehensive plan (prior to 1990) are vested and may develop at the platted density, provided they meet all other applicable regulations.

c. Design:

General

- 1. For each private wastewater treatment plant to be installed, the applicant based on sound engineering principle, shall demonstrate that the particular design or unit proposed has a history of satisfactory treatment and operation when operated under conditions similar to those anticipated for the subject project.

Capacity

- 2. Wastewater treatment plant design shall address variable influent flow conditions, including provisions for treatment of all anticipated wastewater conditions and flows.
- 3. Wastewater treatment plants may be restricted to allow operation at no greater than 75% of the design capacity.

Pretreatment

- 4. Pre-treatment shall be required for industrial and other waste not classified as domestic wastewater.

Future Expansion

- 5. A suitable unobstructed area adjacent to the plant site and not less than twice the area of the plant site shall be reserved for future plant facility needs. This area shall provide for all setbacks, buffers, and other regulatory requirements.
- 6. A suitable unobstructed area not less than twice the area required for effluent disposal shall be reserved for future effluent disposal needs. This area shall provide for all setbacks, buffers, and other regulatory requirements.

Emergency back-up

7. Each wastewater treatment plant must be provided with an emergency back-up power supply capable of providing full plant operations. The back-up power supply shall be tested and operated for not less than one-hour each week. This weekly operation shall be documented in the facility log.

Waivers

8. Should specific project conditions warrant, the County may waive certain requirements or impose more stringent and additional design standards. The County will consider waiving requirements only when the applicant can demonstrate that:
 - a. Alternate standards promote flexibility, economy and are equal to or exceed minimum state requirements for wastewater treatment systems so as to provide reasonable environmental safeguards; and
 - b. The proposed alternate standards are appropriate for the particular application.

d. Facility Monitoring:

Each wastewater treatment plant must be supervised and managed by a licensed sewer plant operator. A log of the supervisory and maintenance activities shall be maintained onsite for inspection by Levy County. An individual in responsible charge of the wastewater treatment plant shall be available on a daily basis, including weekends and holidays.

e. Operations/Maintenance:

A firm or individual specializing in the operation, repair and maintenance of wastewater treatment plants must be responsible for the operation and maintenance of the facility at all times. This may be the same firm that conducts monitoring as required by d. above.

f. Financial Responsibility:

The owner of a wastewater treatment plant shall demonstrate proof of financial assurance to the satisfaction of the Board. This is intended to provide assurance that the facility will be properly operated and maintained. Such proof will also provide that, in the event of abandonment or other event that necessitates County or public operation of the plant, County and other public financial resources will be protected. The Board reserves the right and authority to deny any project which it considers not to be financially responsible. Financial responsibility may be reviewed on an annual basis.

g. Shutdown Order:

If any wastewater treatment plant is not operated in a manner which meets or exceeds regulatory standards or is operated in an unsatisfactory manner as determined by the Board, the Board may order the termination of the Certificate of Occupancy (or Occupational License) for those structures served by the system accompanied by a shut down of the facility.

Objective 2 Treatment Plant Failures

Coordinate with Health Department (FDOH), the Department of Environmental Protection (DEP), the appropriate Water Management District and the land-owner to expedite the repair or elimination of failed septic tanks and sewage treatment plants deficiencies.

Policy 2.1 The Levy County Development Department shall coordinate the review of deficient sanitary sewer systems with the appropriate agency within 30 days of notice of deficiency.

Policy 2.2 Existing systems will be repaired, reconstructed or replaced, or a hookup provided to a municipal system. The County will take over, or construct and generate, a sewer system only if no reasonable alternative exists.

Policy 2.3 The County will consider the fiscal costs and implementation alternatives associated with establishing On-Site Wastewater Management Districts [O.S.W.M.D.].

Monitoring Program

Policy 2.4 The County shall develop a monitoring program for wastewater treatment plants. This program is intended to be funded, at least in part, by annual assessments to wastewater treatment plant owners. The minimum frequency of compliance inspections would be monthly. The wastewater treatment plant owner shall be charged a reasonable fee for reinspections resulting from unsatisfactory regular inspections.

Interlocal Coordination

Policy 2.5 Although the provision of public centralized wastewater treatment systems is generally under the jurisdiction of municipalities and other public facility providers, the County shall coordinate with the municipalities and other public facility providers to ensure that extensions are made in the areas of greatest growth and in areas with poor soils and/or other environmental conditions least capable of supporting septic tanks. This coordination shall include, but not be limited to: initiatives made by the County to share land use information with the municipalities; review of soils data in areas adjacent to municipalities; and interlocal agreements providing for sewer line extensions by the municipalities into adjacent unincorporated areas in conjunction with grants and other similar activities mutually agreed upon by the municipalities and the County.

Utilities Sub-Element

Goal:

Ensure that electric utilities are adequately and efficiently provided through coordination with private and state entities.

Objective 1 Utility Guidelines

Permit utility companies the maximum amount of flexibility in providing essential public services while protecting the environmental and aesthetic quality of the County.

Policy 1.1 Encourage utility facilities to locate in areas that efficiently serve designated growth areas, and minimize adverse impacts to the appearance and character of neighborhoods and community.

Policy 1.2 Encourage the utilization of common corridors for utility distribution systems.

Policy 1.3 Encourage the use of underground transmission lines where feasible.

Policy 1.4 Essential public utilities shall be permitted in all of the land use classifications and consistent with standards and guidelines in the Capital Improvement, Conservation and Coastal Elements.

Policy 1.5 Subdivision regulations shall specify location criteria and ensure there are adequate provisions of public facilities and services by new developments. Adequate utilities and services will be confirmed by the Levy County Development Department prior to the issuance of a development order.

Policy 1.6 The County will maintain close contact with public utilities that provide essential services to the County through direct contact and the development of guidelines to assure continuity and availability of service.

**CAPITAL
IMPROVEMENT
ELEMENT**

CAPITAL IMPROVEMENTS ELEMENT

GOALS, OBJECTIVES AND POLICIES

Element Guide:

- Objective 1 Capital Improvements Guidelines**
 - Capital Improvement Guidelines
 - Capital Improvements Priorities
 - Annual Budget Process and Update to the CIE

- Goal 1 Capital Facilities Planning For School Concurrency**

- Objective 1.1 Public School Facilities**

- Objective 2 Coastal High Hazard Area**
 - Capital Improvement Guidelines for the Coastal High Hazard Area

- Objective 3 Land Development Management**
 - Correct Deficiencies
 - Management of Growth
 - ~~Financial Feasibility~~ Funding Improvements

- Objective 4 Capital Improvements for Future Development**

- Objective 5 Concurrency Management Program**

- Objective 6 Long-range Concurrency Management System (10 years)**

Goal

Ensure that capital improvements are efficiently provided to maintain the adopted level of service standards in the other elements in the Plan, and are concurrent with development activities to maintain existing infrastructure and meet future needs of the County.

Objective 1 Capital Improvements Guidelines

Use Capital Improvements Element guidelines to assist in the preparation of the annual budget by identifying and prioritizing the construction of capital facilities necessary to correct existing deficiencies, accommodate desired future growth and replace obsolete or worn-out facilities, and incorporate projects into the 5-Year Schedule of Capital Improvements.

Capital Improvement Guidelines

Policy 1.1 The County will identify capital improvements needs by using adopted level of service standards and guidelines in the Transportation, Recreation and Open Space, Infrastructure and Public School Facilities Elements ~~Element and Infrastructure Sub-Element~~. Level of Service standards are:

Source	Type of Facility	Level of Service Standard
Transportation Element	County Roads	FDOT Standard "C"
Potable Water (Infrastructure sub-element)	Residential Non-Residential	150 gallons per capita per day Equivalent to a residential unit. If municipal jurisdictional level of service is provided by a municipal entity, standard is higher, then higher LOS applies the LOS established by the municipality applies.
Potable Water Supply (Infrastructure sub-element)	<u>Residential</u>	<u>150 gallons per capita per day</u>
Sanitary Sewer (Infrastructure Sub-Element)	Residential Non-Residential	100 gallons per capita per day Equivalent to a residential unit. If municipal jurisdictional level of service standard is higher, then higher LOS applies. If service is provided by a municipal entity, the LOS established by the municipality applies.
Solid Waste (Infrastructure Sub-Element)	Residential Non-Residential	2.8 pounds per capita per day Equivalent to a residential unit
Drainage (Infrastructure Sub-Element)	Quantity	Consistent with applicable Water Management District standards contained in the F.A.C.
	Quality	Consistent with applicable water management district standards contained in the F.A.C.
Flood Protection	Standard	100 Year Flood Elevation and/or consistent with the National Flood Insurance Program requirements
Recreation and Open Space Element	Pubic Parks and Recreation	Two [2] acres per one thousand [1,000] persons
	Open Space	One hundred [100] acres of dedicated open space per one thousand [1,000] persons
Public Schools Facilities Element	<u>School Capacity</u>	<u>Permanent Florida Inventory of School House (FISH) Capacity based on 100% utilization rate for all school types</u>

Policy 1.2 The Capital Improvements Element shall include public facility improvements that are equal to or greater than \$25,000 and/or have a useful life greater than 5 years.

Policy 1.3 Non-LOS related projects may be included within the 5-Year Schedule of Capital Improvements for the following reasons: planning purposes; to improve the condition and maintenance of facilities; to identify proposed grant projects; and to assist with obtaining grants.

Capital Improvements Priorities

Policy 1.4 Capital improvement needs will be evaluated and prioritized based on the following criteria for each element of the plan. The criteria are as follows:

- a. Elimination of public hazards;
- b. Compliance with all legal mandates to provide facilities and services;
- c. Elimination of existing Level of Service deficiencies;
- d. ~~Financial feasibility based of local~~ Funding in the Levy County budget;
- e. Reduction of operation costs or future improvement costs;
- f. Protects or increases the efficiency of prior infrastructure investments;
- g. Promotes compact development within the urban service area;
- h. Accommodates new development and redevelopment facility demands;
- i. Supports state agencies and water management districts plans;
- j. Responds to unseen opportunities , situations, and disasters.

Annual Budget Process and Update to the CIE

Policy 1.5 An updated and revised capital budget for the forthcoming fiscal year shall be adopted as a part of the annual budget process. ~~Beginning with the 2007-08 county budget, a~~ 5-Year Schedule of Capital Improvements shall be incorporated into the annual budget in order to reserve funds for capital facilities projected to be needed in the future.

Policy 1.6 The County shall coordinate the annual update of the Capital Improvements Element and the 5-Year Schedule of Capital Improvements with the annual budgeting process. This process shall include an annual evaluation of facility needs, review of budget needs to meet adopted level of service standards in the Plan, the finalization of a budget recommendation and amendment modification of the 5-Year schedule of Capital Improvements.

Policy 1.7 The Capital Improvements Element and 5-Year Schedule of Capital Improvements shall be reviewed annually updated and submitted to the state land planning agency by December 1 of each year. Modifications to update the 5-Year Schedule of Capital Improvements may be accomplished by ordinance and may not be deemed to be amendments to the Levy County Comprehensive Plan.

~~**Policy 1.8** The County shall implement a methodology to monitor and track approved de minimis impacts of the roadway network within its jurisdiction. All de minimis impacts (an impact that would not affect more than one percent of the maximum volume at the adopted Level of Service of the affected transportation facility or as otherwise defined in Florida Statutes) shall be compiled into an annual report and submitted to the state land planning agency with the annual Capital Improvements Element update, beginning in 2007.~~

GOAL 1: CAPTIAL FACILITIES PLANNING FOR SCHOOL CONCURRENCY

Objective 1.1 Public School Facilities

Levy County shall ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standards for public schools.

Policy 1.1.1 Consistent with the Interlocal Agreement, the uniform, district wide level of service standard is initially set as follows, and shall be adopted in Levy County's Public Schools Facilities elements and Capital Improvement Elements. The Level of Service Standard shall be the Permanent Florida Inventory of School Houses (FISH) Capacity based on 100% utilization rate for all school types.

Policy 1.1.2 Levy County shall ensure that future development pays a proportionate share of the costs of capital facility capacity needed to accommodate new development and to assist in maintaining adopted level of services standards, via impact fees and other legally available and appropriate methods in development conditions.

Policy 1.1.3 Levy County hereby incorporates by reference the Levy County School District's "5-Year District Facilities Work Program" as updated annually by October 1 of each year per the requirements of Florida Statutes. The Levy County School District's "5-Year District Facilities Work Program" is posted and annually updated on the website of the Florida Department of Education, 2009-10 through 2013-14 financially feasible Work Program, adopted on October 6, 2009, by the Levy County School District, that includes school capacity sufficient to meet anticipated student demands projected by the County and municipalities, in consultation with the School District's projections of student enrollment, based on the adopted level of service standards for public schools.

Policy 1.1.4 The Levy County School District, in coordination with Levy County, shall annually update the School District's financially feasible "5-Year District Facilities Work Program", to ensure maintenance of a financially feasible capital improvements program and to ensure adopted level of service standards will continue to be achieved and maintained during the five-year planning period.

Policy 1.1.5 ~~Levy County will update its Capital Improvements Schedule on an annual basis, by December 1st of each year, to incorporate the upcoming five years of the School District's Capital Improvement Program.~~ Levy County and the School District will coordinate, during updates or amendments to Levy County's Comprehensive Plan, updates or amendments for long-range plans for School District facilities.

Objective 2 Coastal High Hazard Area

Limit public expenditures that subsidize development in Coastal High Hazard areas.

Policy 2.1 Coastal High Hazard areas are defined as the area below the elevation of the category 1 storm surge line as established by a Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

Capital Improvement Guidelines for the Coastal High Hazard Area

Policy 2.2 The County will make appropriations for infrastructure and improvement projects in the Coastal High Hazard Area that are based on the following guidelines and criteria:

- a. Essential to the public health, safety and welfare or to support the coastal economy;
- b. For water dependent public facilities or services; and
- c. For public beach shoreline access, resources restoration or similar projects.

Policy 2.3 Public expenditures for the replacement of infrastructure within a high hazard area for essential public needs shall be directed to:

- a. Essential facilities that have existing or anticipated deficiencies;
- b. Improvements that would protect or increase the efficiency of evacuation routes;
- c. Mitigation of storm damage; and
- d. Enhancements to shoreline access for public recreational facilities.

Objective 3 Land Development Management

Manage the land development process to ensure that capital improvements needs for existing developments, new developments, and planned growth areas do not exceed the ability of the local government to fund, provide or require infrastructure necessary to maintain adopted facility level of service.

Correct Deficiencies

Policy 3.1 ~~Planned~~ Capital improvements to correct ~~planned~~ public facility deficiencies will be prioritized and scheduled to:

- a. Provide adequate public services for previously approved developments;
- b. Serve permitted redevelopment projects; and
- c. Support growth areas within Municipal Service Districts, based on population and development projections.

Policy 3.2 The County will continue to use methods, such as Municipal Service Taxing Units (MSTU), Municipal Service Benefit Units (MSBU), and Municipal Service Taxing Districts (MSTD) to correct facility deficiencies for previously approved developments and investigate other measures including, but not limited to, the development of an impact fee program, that would assist in financing capital improvements.

Management of Growth

Policy 3.3 Land use decisions will be made based on the planned availability of infrastructure to maintain adopted levels of service.

Policy 3.4 ~~Phasing of new development may be required~~ ~~New development or public facilities and services will be phased~~ to assure that ~~infrastructure is~~ public services and facilities are provided concurrent with the impacts of development and meet adopted County level of service standards.

Financial Feasibility Funding Improvements

Policy 3.5 The County will develop guidelines for the management of debt, which may include, but not be limited to:

- a. Revenue Bond: Total Debt Ratio;
- b. Total Debt Service: Total Revenue Ratio;
- c. Outstanding capital indebtedness: Ad Valorem tax base.

Policy 3.6 ~~Each project listed in the 5-Year Schedule of Capital Improvements shall be financially feasible. The 5-Year Schedule of Capital Improvements shall be balanced so that total expenditures do not exceed total revenues. Projects necessary to ensure that any adopted level-of-service standards are maintained for the 5-year period shall be identified as either funded or unfunded and given a level of priority for funding.~~

Policy 3.7 ~~The County will continue to pursue state and federal grant funds for capital improvement projects. Grants that have not been awarded to the County at the time of the annual update of this Element 5-Year Schedule of Capital Improvements shall be considered "planned funds" and not be utilized during Years 1-3 in the 5-Year Schedule of Capital Improvements in order to meet the definition of financial feasibility in Section 163.3164(32), Florida Statutes.~~

Policy 3.8 The County shall rely upon private contributions as a funding source within the 5-Year Schedule of Capital Improvements only when the obligation to fund a specific capital improvement is addressed in an enforceable development agreement or development order. The County shall not be responsible for funding capital improvements that are the obligation of the developer. If the developer fails to meet any capital improvement commitment that is programmed in the 5-Year Schedule of Capital Improvements, a plan amendment modification to delete the capital improvement from the Schedule shall be required.

Objective 4 Capital Improvements for Future Development

Ensure that future developments bear the pro-rata share of cost of providing improvements and infrastructure necessary to maintain the adopted levels of service.

Policy 4.1 All proposed developments shall provide infrastructure and meet the level of service standards and guidelines identified in Policy 1.1 of this Element and all other applicable elements of the Comprehensive Plan concurrent with development. New development shall bear a proportionate share of the cost of providing new or expanded public facilities and infrastructure required to maintain adopted levels of service through the County's proportionate fair share ordinance, impact fees, site-related developer dedications, and developer contributions.

Policy 4.2 Every development order shall document:

- a. The current County level-of-service standards;
- b. Conditions to be met by the applicant to assure the levels of service are not reduced below adopted level-of-service standards.

Policy 4.3 New developments will be assessed a pro-rata share of the cost necessary to finance public facility improvements. Development impacts shall be identified and assessed during the development review process to ensure that adopted level-of-service standards are met and maintained.

**TABLE 1: FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS
FISCAL YEARS 2014-2015 THROUGH 2018-2019**

Project Number	Project Description	FY 2014-2015	FY 2015-2016	FY 2016-2017	FY 2017-2018	FY 2018-2019
	Transportation					
1	CR 326 (78 th Place): Widen/Res		\$1,052,834 (A)			
2	CR 32: Sidewalk (Bronson High School, Co. EOC)			545,000 (E)		
3	George T. Lewis Airport: runway overlay		751,000 (D)			

4	Bridge replacement CR 326			2,919,288 (D)			
				1,850,000 (B)			
5	CR 347: widen/re-surface			2,600,000 (A)			
6	CR 40W: widen/re-surface			1,300,000 (A)			
7	CR 40A: widen/re-surface				638,000 (D)		
8	C335A(SR121-C343) re-surface				1,236,000 (D)		
9	C343(C241-US27) widen/re-surf				312,185 (C)		
10	NW 110 Ave (Clay landing: re-surface					1,322,240 (D)	
11	Bridge Replacement: C-Street			2,699,406 (D)			
12	Bridge Replacement: Lewis Pass					3,670,143 (D)	
13	Bridge Replacement: Daughtery Bayou		714,510 (D)				
14	CR40 Sidewalk: City limit to Yankeetown General Store						
	Total	\$0	\$2,518,344	\$11,913,694	\$2,186,185	\$4,992,383	
Solid Waste							
No Projects		\$0	\$0	\$0	\$0	\$0	
	Total	\$0	\$0	\$0	\$0	\$0	
Parks and Recreation							
No Projects		\$0	\$0	\$0	\$0	\$0	
	Total	\$0	\$0	\$0	\$0	\$0	
Schools							
1	Levy County School District's 5-Year District Facilities Work Program 2014/15 -2018/19 Adopted by Reference	\$0	\$0	\$0	\$0	\$0	
	Total	\$0	\$0	\$0	\$0	\$0	
Five-Year Schedule of Capital Improvements: Summary by Revenue Source							
Source	Description	FY 2014-2015	FY 2015-2016	FY 2016-2017	FY 2017-2018	FY 2018-2019	Total
FDOT SCOP (A)	Florida Small County Outreach Program	\$0	\$1,052,834	\$3,900,000	\$0	\$0	\$4,952,834
CIGP(B)	County Incentive Grant Program	\$0	\$0	\$1,850,000	\$0	\$0	\$1,850,000
SCRAP(C)	Florida Small County Road Assistance Program	\$0	\$0	\$0	\$312,185	\$0	\$312,185
FDOT Program(D)	Florida Department of Transportation 5-Year Work Plan	\$0	\$1,465,510	\$5,618,694	\$1,874,000	\$7,691,789	\$16,649,993
T.A. (E)	Transportation Alternatives	\$0	\$0	\$45,000	\$0	\$0	\$45,000
	Total	\$0	\$2,518,344	\$11,913,694	\$2,186,185	\$7,691,789	\$24,310,012

Objective 5 Concurrency Management Program

Levy County's shall implement a Concurrency Management Program to shall ensure the necessary public facilities and services are available and have sufficient capacity to accommodate new development within the County. The program will enable decision makers to manage the County's public facilities and services by directing development toward those areas where adequate levels of service for public facilities are currently in place, or proposed to be in place, thus discouraging urban sprawl.

Levy County has adopted level-of-service standards for each of the public facilities and services. Public facilities and services within the County include sanitary sewer, solid waste, drainage, potable water, water supply, parks and recreation and open space, public school facilities and transportation. Level-of-service standards for these public facilities and services are established in the comprehensive plan and implemented through specific procedures within the Levy County Land Development Regulations Code.

~~Implementation of the~~ The Concurrency Management Program ~~will provide~~ a means for the County to: track and manage development as it occurs throughout the County; ~~to~~ track the condition and capacity of existing facilities; ~~to~~ provide a method for reviewing and assessing the impacts of proposed development; and to allow for scheduling of required improvements to correct existing or future facilities deficiencies.

Policy 5.1 General: Levy County's ~~shall adopt and implement a~~ concurrency management program and regulations ~~which shall~~ meet the following minimum standards:

(1) Consistent with public health and safety, sanitary sewer, solid waste, drainage, adequate water supplies and potable water facilities shall be in place and available to serve new development no later than the issuance by ~~local government~~ Levy County of a certificate of occupancy, or its functional equivalent. Prior to approval of a building permit or its functional equivalent, ~~the local government~~ Levy County shall consult with the applicable water supplier ~~and wastewater service provider~~ to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance by ~~the local government~~ Levy County of a certificate of occupancy or its functional equivalent. If applicable, the County shall consult with the relevant wastewater service provider to ensure that adequate wastewater facilities are available to serve the development.

(2) Consistent with the public welfare, parks and recreation and open space facilities to serve new development shall be in place or under actual construction at the time the development permit, or its functional equivalent is issued. However, if the necessary facilities or services are the subject of a binding, executed contract for the construction or provision of services at the time the development permit is issued, or if the necessary facilities or services are guaranteed in an enforceable development agreement at the time the development permit is issued, the development permit or its functional equivalent may be issued.

(3) Transportation facilities necessary to meet the level of service standards adopted by the County shall be in place and available to serve new development at the time a development permit, or its functional equivalent, is issued. However, a permit may be issued if either the necessary facilities or services are the subject of a binding, executed contract for the construction of the proportionate share of required improvements consistent with the requirements in Policy 5.5(3); ~~facilities or the provision of services at the time the development permit is issued, or the necessary facilities or services are guaranteed in an enforceable development agreement at the time the development permit is issued, pursuant to Section 50-303 of the Levy County Land Development Regulations.~~

(4) Public School Facilities necessary to meet the level of service standards adopted by the County shall be in place or under actual construction within 3 years after the issuance of a final subdivision or site plan approval, or the functional equivalent; or, the developer executes a legally binding commitment to provide appropriate mitigation proportionate to the demand for public school facilities to be created by actual development of the property. Options for

appropriate proportionate-share mitigation are listed in Public Schools Facilities Element Policy 2.4.3.

(4) (5) Levy County shall integrate its concurrency management program, land use planning, and decisions with its plan for public facility capital improvements by using its annual Capital Improvements Program. The Capital Improvement Element shall maintain adopted level of service standards for all development consistent with the Future Land Use Element and any subsequent development permits issued.

Policy 5.2 Concurrency Review Process: All proposed projects shall provide an evaluation of their impacts on the County's adopted level-of-service standards as identified in this element. Concurrency assessment for all projects shall begin with the submittal of an Application for Concurrency Review along with the parent application. This application must be submitted during the preliminary development order process and the final development order process. Once the application is found to be sufficient, the impact of the project on adopted level of service for the public facilities is determined. If deemed not to be concurrent, the applicant has five options listed below:

- (1) Withdraw the application and wait for the required capacity to become available;
- (2) Reduce the proposed density/intensity such that the project is found to be concurrent;
- (3) Request that the Capital Improvement Element be amended to move forward the required improvements needed to provide the required capacity to service the project;
- (4) Request that the Capital Improvement Element be amended to add improvement programs which will provide sufficient capacity to service the project; or
- (5) Fund 100% of the needed potable water, wastewater, solid waste, drainage and/or water supply improvements to service the project at the adopted level of service by signing a binding agreement. Enter into a binding agreement to pay for or construct proportionate-share mitigation for transportation improvements or public school facilities.

Policy 5.3 Preliminary Development Orders: Submittal for approval of a preliminary development order which does not establish binding densities and intensities of development may be reviewed for concurrency as one criteria in the evaluation of the preliminary development permit submittal.

- (1) The County shall determine the available capacity of public facilities prior to approving final development approval; and
- (2) No rights to obtain a final development approval, nor any other rights to develop the subject property, will have been granted or implied by the County's approval of the preliminary development permit, or its functional equivalent, without determining the capacity of public facilities and services.
- (3) Preliminary Development Permits – these shall be Rezoning, Comprehensive Plan Amendments and similar development orders that ~~do~~ not necessarily reflect a specific intensity and density development proposal. They shall be orders for which a preliminary concurrency evaluation may be utilized in evaluating whether or not to approve the order and for which long term planning implications may be considered, but for which no concurrency is granted and for which the lack of concurrency shall not be the sole reason for denial of the preliminary development order.

Policy 5.4 Intermediate and Final Development Orders: Prior to issuance of a final development order, which establishes binding densities and intensities of development, the County shall require the availability of sufficient capacity of public facilities to maintain adopted LOS standards for the existing population, for reservations of approved development orders, and for the needs of the new development proposed, concurrent with the timing of the new development proposed.

(1) Intermediate Development Orders – These shall be site plans (development plans and special use permits), preliminary plats, construction plan approvals (notice to proceed), and similar development orders that reflect a specific development proposal, that does not yet include vertical construction or the final division of property. These shall be orders for which specific concurrency evaluation is required in evaluating whether or not to approve the order and for which capacity is reserved and may be held through the final development order process if the project proceeds according to the timeliness of such approvals. The lack of concurrency may be the sole reason for denial of an intermediate development order.

(2) Final Development Orders - These shall be variances, building permits, and final plats and similar development orders that reflect a specific development proposal that includes vertical construction or the final division of property. These shall be orders for which a specific concurrency evaluation is required in evaluating whether or not to approve the order and for which capacity is reserved, unless such evaluation was done as an Intermediate Development Order and has not yet expired according to the timeliness for such approvals. The lack of concurrency may be the sole reason for denial of an intermediate development order.

Policy 5.5 Final Development Order Determination: A final development order (final concurrency determination), which establishes specific density and intensity of development shall not be approved, unless the following conditions for the provision of facilities are met (excluding approved intermediate development orders that have proceeded according to the timeliness of such approvals):

(1) Are concurrently in place when the final development order is issued;

(2) The development order is issued with the condition that the necessary facilities and services will be in place and available to serve new development no later than the issuance of a certificate of occupancy or its functional equivalent ~~when the impacts of the development occur;~~

~~(3) Are under construction at the time of the final development order; or~~

(3) For meeting transportation concurrency requirements, the applicant agrees to enter into a binding agreement to pay for or construct its proportionate share of the required improvements. The proportionate-share contribution or construction must be sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility. The applicant shall not be held responsible for the additional cost of reducing or eliminating deficiencies. Levy County will not require payment or construction of transportation facilities whose costs would be greater than a development's proportionate share of the improvements necessary to mitigate the development's impacts. The proportionate-share contribution shall be calculated based on the number of trips from the proposed development expected to reach roadways during the peak hour from the stage or phase being approved, divided by the change in the peak hour maximum service volume of roadways resulting from construction of an improvement necessary to maintain or achieve the adopted level of service. In using the

proportionate-share formula, the applicant, in its traffic analysis, shall identify those roads or facilities that have a transportation deficiency in accordance with the transportation deficiency as defined above. The proportionate-share formula shall be applied only to those facilities that are determined to be significantly impacted by the project traffic under review. If any road is determined to be transportation deficient without the project traffic under review, the costs of correcting that deficiency shall be removed from the project's proportionate-share calculation and the necessary transportation improvements to correct that deficiency shall be considered to be in place for purposes of the proportionate-share calculation. The improvement necessary to correct the transportation deficiency is the funding responsibility of the entity that has maintenance responsibility for the facility. The development's proportionate share shall be calculated only for the needed transportation improvements that are greater than the identified deficiency.

(4) Are guaranteed by an enforceable agreement to be in place and available to serve new development no later than the issuance of a certificate of occupancy or its functional equivalent concurrent with the impacts of development.

(5) For public school facilities concurrency requirements, the developer executes a legally binding commitment to provide appropriate mitigation proportionate to the demand for public school facilities to be created by actual development of the property.

(5) Are included in the 3-year funding portion of the Levy County Capital Improvement Program, including any adopted therein from outside agency three or five-year plans (i.e. FDOT).

Policy 5.6 Concurrency Management Program Database: Implementation of a Concurrency Management Program will make it necessary for the County to construct a database to monitor all variables which will determine whether adopted level of service standards are being maintained, i.e., whether available capacity exceeds demand.

Policy 5.7 Facilities Inventory and Concurrency Report: The ~~b~~Board will prepare a concurrency report annually. The report will act as a monitoring tool for ~~roadways~~, transportation, potable water, water supply, sanitary sewer, solid waste, stormwater management and park facilities, and will delineate the existing capacity, planned expansions, committed capacity, and available capacity for future development. The Levy County School Board shall have the responsibility for reports on public school capacity.

Additional demand will be factored into the system facilities inventory as new development is approved. Needed capacity will be reserved for that new development to ensure that the development may proceed to occupancy. At the time of occupancy, the reserved capacity will be re-categorized as existing. Reserved capacity is valid for a two-year period from the date of DO approval. When the DO expires, capacity reservation expires or if a project is abandoned, the reserved capacity will be re-categorized as existing capacity.

Simultaneous to the continuous monitoring of existing and required capacity will be the monitoring of available capacity. As capacity is added to the infrastructure system in terms of facility construction and/or improvements, the facilities inventory database will be modified to reflect the addition. Capacity analyses will be updated annually for all ~~seven~~ adopted levels-of service-standards. Additionally, the County's transportation system will be monitored at more frequent intervals for additional assurance that the LOS standards for roads are not compromised.

This additional information will also forewarn the County and applicants which locations may shortly experience capacity problems.

Objective 6 Long-range Concurrency Management System (10 years)

The transportation analysis supporting this amendment indicates, based upon anticipated growth that no roadway segments within the County will fall below their adopted level of service by ~~2013~~ 2022. The County does not anticipate a backlog of transportation facilities within the long range planning timeframe.

**PUBLIC SCHOOL
FACILITIES
ELEMENT**

**PUBLIC SCHOOL FACILITIES ELEMENT
GOALS, OBJECTIVES AND POLICIES**

Element Guide:

~~INTRODUCTION: PURPOSE AND REQUIREMENTS~~

GOAL 1: COORDINATE AND MAINTAIN A HIGH QUALITY EDUCATION SYSTEM

- Objective 1.1: Coordination and Consistency**
- Objective 1.2: Public School Facility Siting and Availability**
- Objective 1.3: Enhance Community Design**
- Objective 1.4: Coordinate Land Use with School Capacity**

GOAL 2: IMPLEMENT PUBLIC SCHOOL CONCURRENCY

- Objective 2.1: Level of Service Standards**
- Objective 2.2: Concurrency Service Areas**
- Objective 2.3: Process for School Concurrency Implementation**
- Objective 2.4: Proportionate-Share Mitigation**
- Objective 2.5: Capital Facilities Planning**

~~Introduction: Purpose & Requirements~~

Purpose

~~As required by Chapter 163, Florida Statutes, Levy County, the Town of Bronson, the City of Williston, the City of Cedar Key and the City of Chiefland, shall collaborate and coordinate with the Levy County School District (School District) and other local government entities to ensure high quality public school facilities are available to meet the needs of Levy County's existing and future population. These governmental entities shall work together to adopt the necessary comprehensive plan amendments to establish school concurrency by August, 2008. Pursuant to Section 163.3177(12) (b), F.S., the Towns of Otter Creek, Fanning Springs, Inglis, and Yankeetown, are exempt from the requirements of school concurrency.~~

Public School Facilities Element Requirements

~~Over the past decade the Florida Legislature has progressively strengthened the ties between school planning and general land use and comprehensive planning through amendments to Chapters 163 and 1013, Florida Statutes.~~

~~The 2005 Legislature mandated that the availability of public schools be made a prerequisite for the approval of residential construction and directed a closer integration of planning for school capacity with comprehensive planning with the passage of Senate Bill 360. Senate Bill 360:~~

- ~~▪ requires that existing Interlocal Agreements between school boards and local governments be updated and expanded to comply with the legislation;~~
- ~~▪ requires each local government to adopt a Public School Facilities Element as part of its comprehensive plan;~~
- ~~▪ mandates school concurrency;~~
- ~~▪ requires that local governments update their Intergovernmental Coordination Elements to coordinate public school planning;~~
- ~~▪ requires that procedures for comprehensive plan amendments related to Capital Improvement Element updates; and,~~
- ~~▪ requires the establishment of a process and uniform methodology for proportionate share mitigation.~~

~~The law requires that local governments adopt a public school facilities element as a part of their comprehensive plans to establish a framework for the planning of public schools (Section 163.3177(12), Florida Statutes). Local governments were granted approximately three years to adopt a public school facilities element. As directed by the legislation, the Florida Department of Community Affairs has established a phased schedule for adoption of the elements with each local government adopting no later than December 1, 2008. This schedule established due dates which are staggered throughout the course of the 2008 calendar year. In addition, the Legislature established enforcement mechanisms should a local government and school district fail to adopt a public school concurrency program.~~

~~The legislation prescribed the following minimum content requirements for goals, objectives, and policies:~~

- ~~▪ procedure of annual update process;~~
- ~~▪ procedure for school site selection;~~
- ~~▪ procedure for school permitting;~~
- ~~▪ provision of infrastructure necessary to support proposed schools; and,~~
- ~~▪ provision for collocation of other public facilities in proximity to public schools; provision for location of schools proximate to residential areas and to complement patterns of development; measures to ensure compatibility of school sites and surrounding land uses; and coordination with adjacent local governments and the school district on emergency preparedness issues.~~

~~In addition, the element is to include one or more future conditions maps which generally depict the anticipated location of educational and ancillary plants anticipated over the five year and long term planning period.~~

- ~~▪ depict the anticipated location of educational and ancillary plants, including the general location of improvements to existing schools or new schools anticipated over the five-year or long term planning period; and~~
- ~~▪ of necessity, the maps will be general for the long term planning period and more specific for the five year period. Maps indicating general locations of future schools or school improvements may not prescribe a land use on a particular parcel of land.~~

GOAL 1 COORDINATE AND MAINTAIN A HIGH QUALITY EDUCATION SYSTEM

Levy County shall collaborate and coordinate with the Levy County School District (School District) and other local government entities to ensure high quality public school facilities which meet the needs of Levy County's existing and future population.

Objective 1.1 Coordination and Consistency

Levy County shall establish coordination and review procedures to ensure consistency of the Levy County Comprehensive Plan with the plans of the School District, County and municipalities within the County.

Policy 1.1.1 Pursuant to the executed Levy County School Interlocal Agreement the legislative bodies of Levy County, the Town of Bronson, the City of Williston, the City of Cedar Key and the City of Chiefland will meet with the School District annually, to provide opportunities to discuss issues of mutual concern. The District will monitor, evaluate and find mechanisms to improve upon, mutually agreed upon criteria in their review of development plans, selection of school sites and construction of schools as needed.

Policy 1.1.2 Levy County and the School District shall coordinate and base their plans upon consistent projections of the amount, type and distribution of population growth and student enrollment. Countywide five-year population and student enrollment projections shall be revised annually, as required by the Interlocal Agreement.

Policy 1.1.3 Annually, by April 1st, pursuant to the School Interlocal Agreement, Levy County shall provide the School District with information on growth and development trends within their respective jurisdictions. This information shall be in tabular, graphic, or textual formats, and shall include the following:

- a. the type, number, and location of residential units that have received zoning or site plan approval;
- b. information about future land use map amendments that might affect school facilities;
- c. building permits issued in the proceeding year, and the locations of the permitted uses;
- d. information about the conversion or redevelopment of housing or other structures into residential units that are likely to generate new students; and
- e. identification of any development orders issued that require provision of a school site as a condition of development approval.

~~Policy 1.1.4 At the time of adoption of the Public School Facilities Element, Levy County shall develop a report of projects exempt from school concurrency.~~

Policy 1.1.54 Pursuant to the Levy County School Interlocal Agreement, ~~the Levy County School District~~ shall include a representative appointed by the Levy County School Board ~~one as a~~ non-voting member of the Levy County Planning Commission to the designated Local Planning Agency, as required by ~~Section 163.3174~~, Florida Statutes.

Objective 1.2 Public School Facility Siting and Availability

Levy County shall coordinate with the Levy County School District on the planning and siting of new public schools to ensure school facilities are coordinated with necessary services and infrastructure and are compatible and consistent with the Levy County Comprehensive Plan.

Policy 1.2.1 Levy County shall ensure consistency between new school construction and related public facilities and the Levy County Comprehensive Plan.

Policy 1.2.2 Levy County will coordinate with the Levy County School District to assure that all proposed public school facility sites are consistent with the applicable land use categories and policies of the comprehensive plans.

Policy 1.2.3 In reviewing all proposed school sites, Levy County will consider each site, as it relates to environmental, health, safety and welfare concerns, as well as the effects on adjacent property.

Policy 1.2.4 The County will coordinate with the School District for the selection of future school sites based on the following:

- a. The acquisition of school sites which allow for future expansions to accommodate future enrollment, in accordance with the adopted Level of Service (LOS) standards and other facility needs which coordinate with the development in Levy County and are deemed beneficial for joint-uses, as identified by the School District and the County, to the extent feasible; and
- b. The coordination of the location, phasing, and development of future school sites to ensure that site development occurs in conjunction with the provision of required infrastructure to serve the school facility.

~~Policy 1.2.5 Levy County shall coordinate with the School District in the school site selection process to encourage the location of new schools within areas designated for development on the Future Land Use Map.~~

~~Policy 1.2.6 In Levy County, public schools are located in the Municipal Service Districts, as adopted as a part of the Future Land Use Map series. Public schools are permitted as a matter of right within all residential land use categories, and the A/RR (Agricultural/Rural Residential) and F/RR (Forestry/Rural Residential) future land use categories as depicted on the Levy County Future Land Use Map. To be considered for location in designated commercial land use categories, a proposed school site must be functionally related to surrounding land uses and development, in close proximity to the municipal boundary (city limits), and not in environmentally sensitive areas or flood-prone areas.~~

Policy 1.2.75 Public schools shall be sited so as to provide access to a collector or an arterial roadway, where feasible.

Policy 1.2.86 High schools should be located and planned so as to provide sufficient buffers to adjacent residential uses and ensure sufficient onsite parking and traffic controls to avoid disruptive traffic congestion.

Policy 1.2.97 Levy County and the Levy County School District will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed renovation, expansion or closure of an existing school.

Policy 1.2.108 Levy County shall coordinate with the School District to ensure that future school facilities are located outside areas susceptible to hurricane and/or storm damage and/or areas prone to flooding, or as consistent with Chapter 1013, F.S. regarding flood plain and school building requirements.

Policy 1.2.119 Levy County shall provide the School District representatives the opportunity to participate in the review process for all proposed developments adjacent to schools.

Objective 1.3 Enhance Community Design

Levy County shall enhance community and neighborhood design through effective school facility design and siting standards and encourage the siting of school facilities that are compatible with surrounding land uses.

Policy 1.3.1 Levy County shall collaborate with the School District on the siting of Levy County facilities such as parks, libraries, and community centers. These facilities shall be planned near existing or planned public schools, to the extent feasible.

Policy 1.3.2 Levy County will look for opportunities to collocate and share use of County facilities when preparing updates to the Comprehensive pPlan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities.

Policy 1.3.3 Levy County shall continue working with the School District to provide recreational programs and facilities.

Policy 1.3.4 All public schools shall be encouraged to provide bicycle and pedestrian access consistent with Florida Statutes, where feasible.

Policy 1.3.5 Levy County shall coordinate with the Levy County School District to ensure that pedestrian and bicycle facilities are provided adjacent to future school sites in the county to allow safe access for pedestrians and bicyclists.

Policy 1.3.6 Future elementary and middle schools in the county should be located and planned so as to allow adjacent residential uses easy access to the school site through roadway, pedestrian, and bicycle connections, to the extent feasible.

Policy 1.3.7 Levy County shall coordinate planning activities mandated by the comprehensive plan related to use of School District property as potential recreation sites.

Policy 1.3.8 Levy County shall coordinate planning activities mandated by the comprehensive plan with the School District for related land use and development plans.

Policy 1.3.9 When applicable, Levy County will continue to coordinate efforts with the Levy County School District to build new school facilities, and facility rehabilitation and expansions designed to serve as and provide emergency shelters as required by Section 1013.372, Florida Statutes.

Policy 1.3.10 Encourage the School District to use sustainable design and performance standards, such as using energy efficient and recycled materials, to reduce lifetime costs, where feasible.

Objective 1.4 Coordinate Land Use with School Capacity

Levy County shall coordinate with the Levy County School District concerning petitions for Future Land Use Map amendments, rezonings, and developments of regional impact for residential development with to assure adequate school capacity.

Policy 1.4.1 As provided for in the Florida Statutes, Levy County will take into consideration the School District's comments and findings on the availability of adequate school capacity in the evaluation of comprehensive plan amendments and other land use decisions including developments of regional impact.

Policy 1.4.2 Where capacity will not be available to serve students from the property seeking Future Land Use Map amendments and developments of regional impact for residential development, the Levy County Board of County Commissioners will coordinate with the Levy School District to ensure adequate capacity will be available by requiring that the developer enter into a Capacity Enhancement agreement with the School District to assure that capacity is planned and funded to accommodate future students.

Policy 1.4.3 In reviewing petitions for Future Land Use Map amendments, rezonings, or final subdivision plat and site plan approval for residential development, which may affect student enrollment or school facilities, the Levy County Board of County Commissioners will consider the following issues:

1. School District comments and findings of available school capacity;
2. Available school capacity or planned improvements to increase school capacity;
3. Compatibility of land uses adjacent to existing schools and future school sites;
4. The collocation of parks, recreation and community facilities with school sites;
5. The linkage of schools and parks, with bikeways, trails, and sidewalks for safe access;
6. Traffic circulation plans to serve schools and the surrounding neighborhood;
7. The provision of off-site signalization, signage, access improvements serve schools;
8. The inclusion of school bus stops and turnarounds;
9. Available school capacity or planned improvements to increase school capacity;

Policy 1.4.4 Amendments to the Future Land Use Map will be coordinated with the School District and the Public School Facilities Planning Maps.

GOAL 2 IMPLEMENT PUBLIC SCHOOL CONCURRENCY

Levy County shall assure the future availability of public school facilities to serve new development consistent with the adopted level of service standards. This goal will be accomplished recognizing the School District's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools, and Levy County's authority for land use decisions, including the authority to approve or deny comprehensive plan amendments, rezonings or other development orders that generate students and impact the Levy County School District.

Objective 2.1 Level of Service Standards

Levy County, through implementation of its concurrency management system and in coordination with the Levy County School District shall ensure that the capacity of schools is sufficient to support residential subdivisions and site plans at the adopted level of service (LOS) standards.

Policy 2.1.1 Annually, the five-year plan will be evaluated to ensure that it meets the LOS standards.

Policy 2.1.2 The LOS standards set forth herein shall be applied consistently throughout Levy County by all local governments and the School District district-wide to all schools of the same type, as agreed upon by the Levy County Interlocal Agreement for Schools.

Policy 2.1.3 Consistent with the Interlocal Agreement, the uniform, district-wide Level of Service Standards (LOS) shall be adopted in the Public School Facilities and Capital Improvements Elements of the Levy County Comprehensive Plan. The Level of Service Standard shall be the Permanent Florida Inventory of School House (FISH) Capacity based on 100% utilization rate for all school types.

Policy 2.1.4 A change to the Level of Service Standard shall not be effective until all plan amendments are effective until the School Interlocal Agreement is amended to reflect the new LOS and is full executed.

Policy 2.1.5 No level of service standard shall be amended without showing that the amended level of service is financially feasible, supported by adequate data and analysis and can be achieved and maintained within the five years of the Capital Facilities Plan.

Objective 2.2 Concurrency Service Areas

Levy County shall establish School Concurrency Service Areas, as the area within which an evaluation is made of whether adequate school capacity is available based on the adopted level of service standards.

Policy 2.2.1 The six concurrency service areas have been established and documented in the data and analysis support documents for the Public School Facilities Element (PSFE) and a map of these six concurrency service areas shall be provided in the data and analysis.

Policy 2.2.2 Concurrency service areas (CSA) shall be established and subsequently modified for the following purposes:

- To maximize available school capacity;

- To make efficient use of new and existing public schools in accordance with the level of service standards,
- To take into account minimizing transportation costs,
- To limit maximum student travel times,
- To achieve socio-economic, racial and cultural diversity objectives, where applicable
- To recognize the capacity commitments resulting from the local governments' within Levy County's development approvals for the CSA and for contiguous CSAs.
- To protect the unique character of the existing schools in the district

Policy 2.2.3 Concurrency service areas shall be designed so that the adopted Level of Service will be able to be achieved and maintained for each year of the five years of the Capital Facilities Plan, ~~and that the five year Capital Facilities Plan is financially feasible.~~

Policy 2.2.4 The maps attached to this document as Exhibit A- Existing Schools, Exhibit B- Concurrency Service Areas, and Exhibit C – Future Educational Facilities are hereby adopted.

Objective 2.3 Process for School Concurrency Implementation

In coordination with the School District, Levy County ~~will establish a process for implementation of~~ maintains a public school concurrency process. Levy County shall manage the timing of residential subdivision approvals and site plans to ensure adequate school capacity is available consistent with adopted level of service standards for public school concurrency.

~~**Policy 2.3.1** Development approvals shall be issued for residential development only if adequate school capacity exists or will be under actual construction within three (3) years.~~

Policy 2.3.1 The County shall not deny a final residential subdivision plat or final residential site plan due to a failure to achieve and maintain the adopted LOS standards for public school capacity if all of the following factors are shown to exist:

1. The proposed development would be consistent with the future land use designation for the specific property and with pertinent portions of the Levy County Comprehensive Plan.
2. The Capital Improvements Element and Levy County School Board's education facilities plan provide for school facilities adequate to serve the proposed development and the project includes a plan that demonstrates that the capital facilities needed as a result of the project can be reasonably provided.
3. There is a provision by which the landowner will be assessed a proportionate share of the cost of providing the school facilities necessary to serve the proposed development.

Policy 2.3.2 School concurrency applies only to residential development or a phase of residential development requiring a subdivision plat approval or site plan, proposed or established after the effective date of the Public Schools Facilities Element.

Policy 2.3.3 The following residential development shall be considered exempt from the school concurrency requirements:

1. Lots of record recorded in Levy County prior to the adoption of the Public Schools Facilities Element.
2. Subdivisions having received final subdivision plat approval prior to the effective date of the Public Schools Facilities Element.
3. Multi-family residential development having received final site plan approval prior to the effective date of the Public Schools Facilities Element
4. Amendments to approved residential development, which have received final subdivision plat or site plan approval prior to the effective date of the Public Schools Facilities Element, and do not increase the number of residential units or change the type of residential units proposed.
5. Amendment to age restricted development that are subject to deed restrictions prohibiting the permanent occupancy of residents under the age of eighteen (18). Such deed restrictions must be recorded and must be irrevocable for a period of at least thirty (30) years.
6. Group quarters including residential type of facilities such as local jails, prisons, hospitals, nursing homes, bed and breakfast, motels and hotels, temporary emergency shelters for the homeless, adult halfway houses, firehouse dorms, college dorms exclusive of married student housing, and religious non-youth facilities.

Policy 2.3.4 The uniform methodology for determining if a particular school is over capacity shall be determined by the Levy County School District and adopted into the Levy County Public School Facilities Element.

Policy 2.3.5 The Levy County School District hereby selects the permanent FISH capacity based on utilization rate as the uniform methodology for existing schools.

~~**Policy 2.3.6** The Levy County School District hereby selects the design capacity for future schools. Any new schools built in Levy County shall meet these design capacities:~~

K-5	650 Students
K-8	650 Students
6-8	650 Students
9-12	1,100 Students

Policy 2.3.76 Levy County shall ~~only~~ issue a concurrency approvals for a subdivision plats or site plans for residential development ~~where:~~ consistent with Policy 5.1(4) in the Capital Improvements Element.

- ~~a. The School District's findings indicate adequate school facilities will be in place or under actual construction in the affected concurrency service area (CSA) within three (3) years after the issuance of the subdivision plat or site plan for each level of school;~~
- ~~b. Adequate school facilities are available in an adjacent CSA or under actual construction within three (3) years and the impacts of development shall be~~

~~shifted to that area. If capacity exists in more than one CSA or school within a CSA, the School District shall determine where the impact shall be shifted; or~~

~~e. The developer executes a legal binding agreement with the Levy County School District to provide mitigation proportionate for the demand for public school facilities to be created by the actual development of the property subject to the final plat or site plan.~~

~~d. In the event that there is not sufficient capacity in the affected concurrency service area or an adjacent concurrency service area, the developer shall also have the option to delay approval to a date when capacity and level of service can be assured.~~

Policy 2.3.87 In order to protect the limitations of the Cedar Key School, students living in CSA 6, or possible future students generated from residential development in CSA 6; will attend schools on CSA 2, CSA 3, or CSA 5, depending on available capacity of the schools in the CSAs.

Objective 2.4 Proportionate-Share Mitigation

~~If the development opts not to delay approval, the Levy County Board of County Commissioners shall allow development to pay a proportionate cost of facility improvements needed as a result of that development in order to maintain adopted LOS standards and receive development approval.~~

Proportionate-share mitigation alternatives shall be available to development to satisfy school concurrency requirements.

Policy 2.4.1 In the event that there is not sufficient capacity in the affected concurrency service area or the adjacent concurrency service area, proportionate-share mitigation shall be required to address the impacts of the proposed development. The developer shall also have the option to be delayed to a date when capacity and level of service can be assured.

Policy 2.4.2 Levy County will allow mitigation alternatives that are financially feasible and will achieve and maintain the adopted level of service standard consistent with the adopted School District's financially feasible "5-Year District Facilities Work Program".

Policy 2.4.3 In the event that the proportionate-share mitigation option is selected, the mitigation shall be negotiated and agreed to by the School District and shall be sufficient to offset the demand for public school facilities projected to be required by the development.

Acceptable forms of mitigation shall include:

- School construction
- Contribution of land
- Payment for construction and/or land acquisition

Policy 2.4.4 Any mitigation accepted by the School District, and subsequently agreed to by the applicable local government entity shall:

- Be allocated toward a permanent school capacity improvement identified in the School District's ~~financially-feasible~~ Five Year Facilities Work Plan which satisfies the demands created by the proposed development.
- Be proportionate to the demand projected to be created by the proposed development.
- Be executed by a legally binding agreement between the School District and the developer. The agreement shall include the terms of mitigation, including the amount, nature and timing, the amount and timing of any impact fee credits and the developers' commitment to continuing renewal of the agreement upon its expiration.
- Any required amendments to the Five Year Facilities Workplan shall be included in the next update and adoption cycle.
- Relocatables ~~shall~~ may not be accepted as a means of proportionate share mitigation.

Policy 2.4.5 Mitigation shall be directed to projects on the School District's ~~financially feasible~~ Work Plan that the School District agrees will satisfy the demand created by that development approval, and shall be assured by a legally binding agreement between the School District, and the applicant executed prior to the issuance of the subdivision plat or the site plan. If the School District agrees to the mitigation, the School District must commit in the agreement to placing the improvement required for mitigation on its Work Plan. This development agreement shall include the landowner's commitment to continuing renewal of the development agreement upon its expiration.

Policy 2.4.6 The amount of mitigation required for each school level shall be determined by using the following formula:

$$\text{(# of housing units) x (student generation rate) x (generation rate by student level) x (student station cost adjusted to local costs and land value) - applicable credits = proportionate share mitigation amount}$$

This calculation should be repeated for all student levels, i.e. elementary, middle, and high school.

Pursuant to Section ~~163.3180(13)(e)(2)~~, 163.3180(6)(h)2.b. F.S., the applicant's proportionate-share mitigation obligation shall be credited toward any other impact or exaction fee imposed by local ordinance for the same need, on a dollar-for-dollar ~~based~~ basis, at fair market value as of the date of contribution.

Policy 2.4.7 The student generation rates used to determine the impact of a particular development application on public schools, and the costs per student station are to be established annually by the School District in accordance with professionally accepted methodologies.

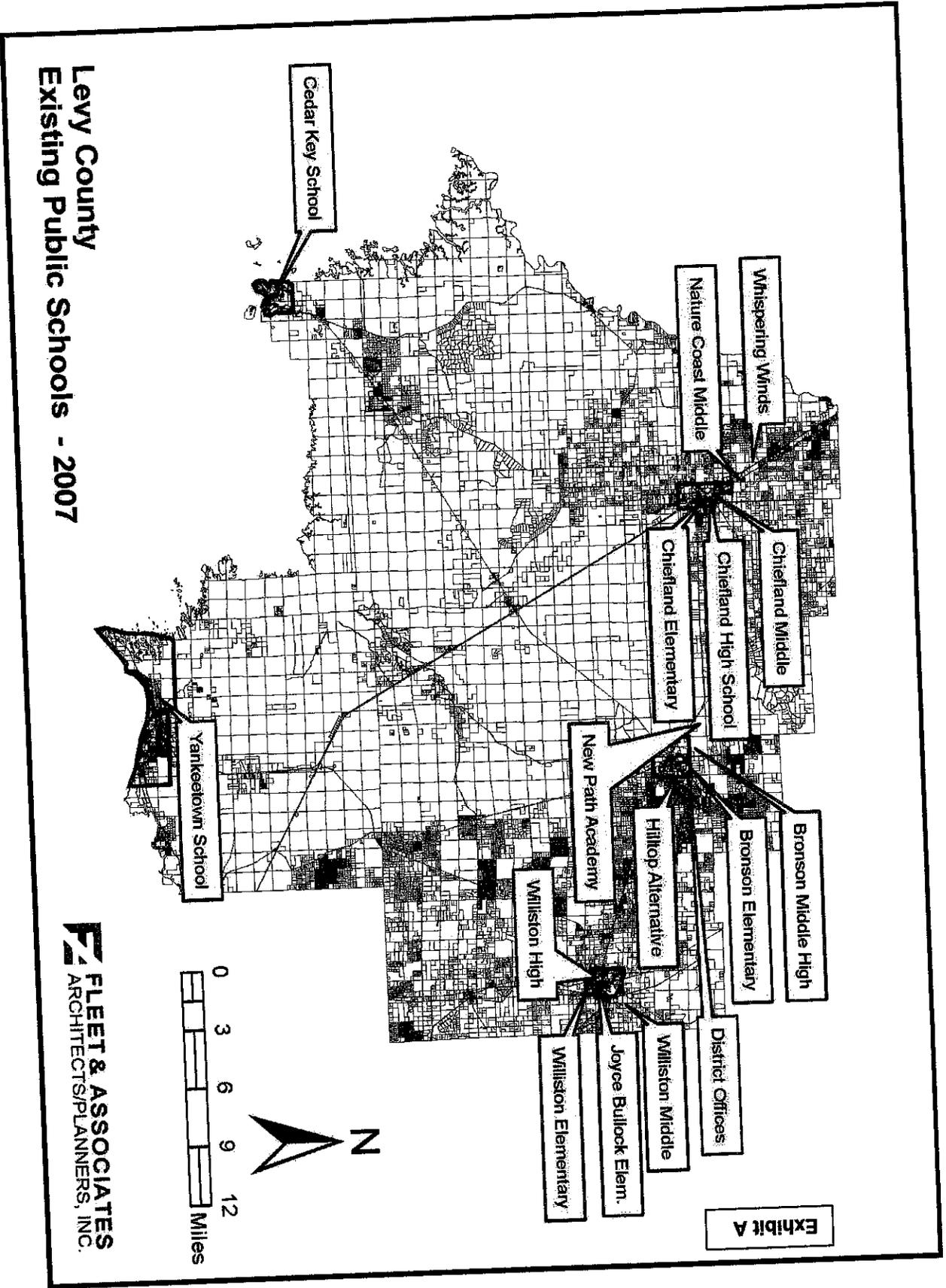
Objective 2.5 Capital Facilities Planning

Levy County shall ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standards for public schools.

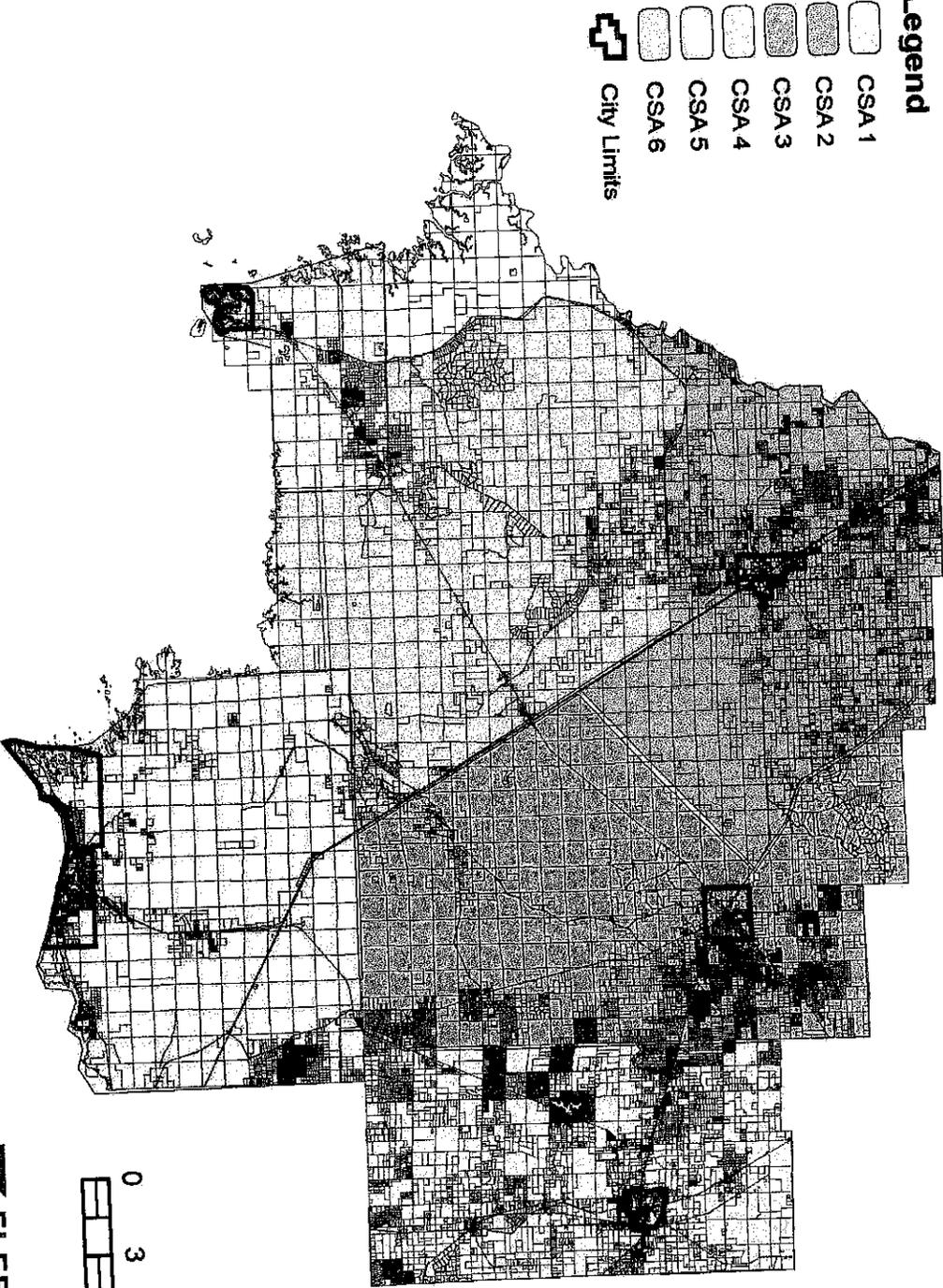
Policy 2.5.1 Levy County shall ensure that future development is assessed a proportionate share of the cost of providing the school facilities necessary to serve the proposed development if sufficient capacity is not available to meet the development's demands. ~~pays a proportionate share of the costs of capital facility capacity needed to accommodate new development and to assist in maintaining adopted level of service standards, using any adopted impact fees and other legally available and appropriate methods for development.~~

Policy 2.5.2 Levy County hereby incorporates by reference the Levy County School District's 2007—2012 financially feasible annually updated "5-Year Facilities Work Program", ~~adopted on October 16, 2007, by the Levy County School District,~~ that includes school capacity sufficient to meet and maintain anticipated student demands projected by the County and municipalities, in consultation with the School District's projections of student enrollment, based on the adopted level of service standards for public schools.

Policy 2.5.3 ~~Annually, by December 1st of each year, Levy County, in coordination with Levy County School District, shall update the School District's financially feasible Work Program to ensure maintenance of a financially feasible capital improvements program and to ensure level of service standards will continue to be achieved and maintained during the five year planning period. Each year the capital improvements plan will be evaluated to ensure that it meets these standards.~~

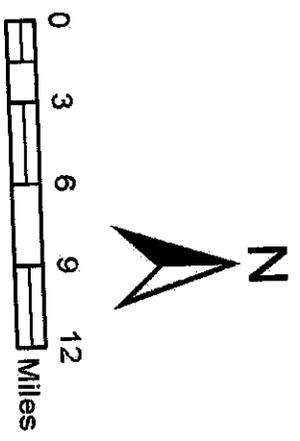


Levy County School Concurrency Service Areas (CSA)

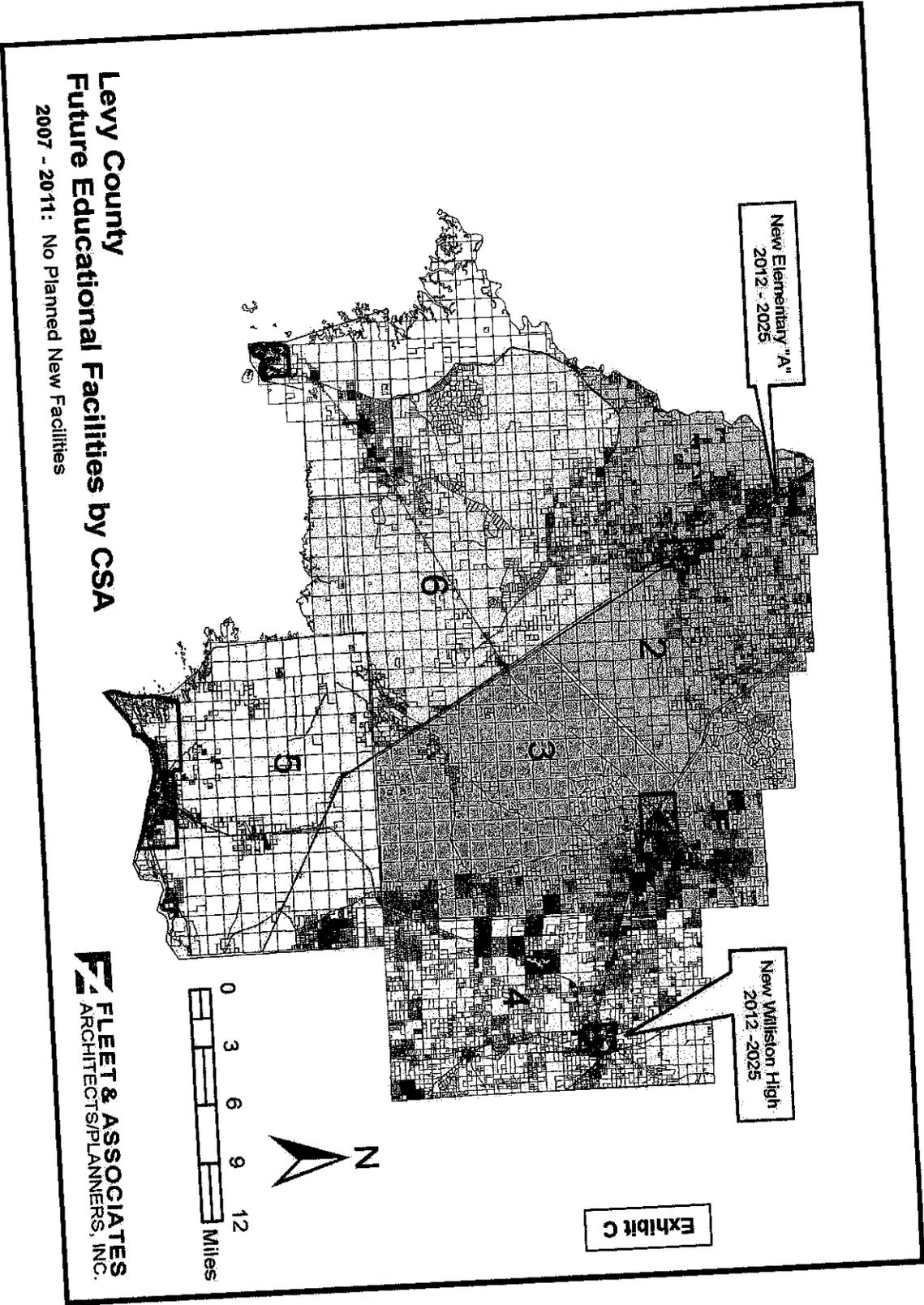


- Legend**
- CSA 1
 - CSA 2
 - CSA 3
 - CSA 4
 - CSA 5
 - CSA 6
 - City Limits

Exhibit B



FLEET & ASSOCIATES
ARCHITECTS/PLANNERS, INC.



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

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:
EMERGENCY MANAGEMENT, JOHN MACDONALD, 5213

2. MEETING DATE:
May 17, 2016

3. REQUESTED MOTION/ACTION

A) ACCEPTANCE OF THE 2016-2017 HAZARDS ANALYSIS CONTRACT (REQUIRES VOTE)

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

ACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

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:



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

From: Paul Wotherspoon
Chief, Technological Hazards, Bureau of Preparedness

To: Hazards Analysis Contract Awardees

Subject: Issuance of 2016-2017 Hazards Analysis Contracts

Attached please find your 2016-2017 Hazards Analysis Contract. Please obtain the appropriate representative signatures and **return two copies** with the original signature to the Division of Emergency Management, 2555 Shumard Oak Boulevard, Attn: Kate McMillan, Tallahassee, Florida 32399-2100 for final execution. If you have questions regarding delegation of signature authority, please call Kate McMillan at 850-413-9976.

A review criteria check list has been included in the contract attachments. This list will be utilized during the review process to determine file completeness for payment. An additional checklist has been included which identifies ALL areas to be updated, even though not all of them are identified in the review-for-payment requirements. The Hazards Analysis program was created to ensure emergency managers and first responders have current accurate information available for planning purposes and for incident response. It's up to you, through your site visits, to ensure the best possible product is delivered to local fire jurisdictions and the Local Emergency Planning Committee. All state deliverables are to be uploaded through the SharePoint Portal.

The HA workgroup as established by the State Emergency Response Commission continues to improve accuracy and standardization of CAMEO files.

If you have not attended hazards analysis training, please see the attached flyer for an upcoming CAMEO course that will emphasize the use of CAMEO during the Hazards Analysis contract. You must take a CAMEO course BEFORE you begin site visits. Inability to complete the CAMEO files correctly due to lack of training may result in payment reduction.

If you have any questions related to the contract please contact me at paul.wotherspoon@em.myflorida.com or Kate McMillan at kate.mcmillan@em.myflorida.com.

STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Levy County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties or July 1, 2016, whichever is later, and shall end June 30, 2017, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a

period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial

assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website:

<https://apps.fdfs.com/fsaa/singleauditact.aspx>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Division of Emergency Management at the following addresses:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

OR

DEMSingle_Audit@em.myflorida.com

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division of Emergency Management pursuant to this Agreement shall be submitted on time as

required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division of Emergency Management for audits done in accordance with 2 C.F.R. Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous

agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Paul Wotherspoon
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-413-9913, Cell: 850-528-8975
Fax: 850-488-6250
Email: paul.wotherspoon@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Telephone: _____

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(b) The name and address of the Division contract manager for this Agreement is:

Paul Wotherspoon
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-413-9913, Cell: 850-528-8975
Fax: 850-488-6250
Email: paul.wotherspoon@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Levy County
Emergency Management
John E. MacDonald, Director
7911 NE 90th Street Bronson, FL 32621
Telephone: 352-486-5213

Fax: 352-486-5152

Email: johnmacdonald@levydisaster.com

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget, Scope of Work, and Deliverables

Attachment B – Program Statutes and Regulations

Attachment C – 302 Facility List

Attachment D – Invoice

Attachment E – Justification of Advance Payment

Attachment F – Warranties and Representations

Attachment G – Certification Regarding Debarment

Attachment H -- Statement of Assurances

Attachment I – Facility Checklist and CAMEO Guide

Attachment J – Site Visit and Certification Form

Attachment K – Statement of Determination

Attachment L – Hazards Analysis Review Criteria

(17) FUNDING/CONSIDERATION

(a) This is a fixed fee agreement, in an amount not to exceed \$1,359.00, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment

provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

Levy County

By: _____

Name and title: John Meeks, Chairman

Date: _____

FID# _____

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

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: Jonathan Lord, Deputy Director, Florida Division of Emergency Management

Date: _____

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.
Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) -

\$ (amount)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: Hazardous Materials Planning & Prevention Program

Catalog of State Financial Assistance number: 31.067

\$1,359.00 (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. *Etc.*

State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. NOTE: Instead of listing the specific compliance requirements as shown above, in the example, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

NOTE: 2 C.F.R. Part 200, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A

Attachment A

Budget

Subgrantee: Levy County **Contract Number:** 17-CP-11-05-19-01-XXX

1. First Payment (45% of contract amount)
(50% Hazards Analyses submitted and approved) \$ 611.55

2. Second Payment (45% of contract amount)
(50% Hazards Analyses submitted and approved) \$ 611.55

3. Final Payment(10% of contract amount)
(approval, distribution & notification) \$ 135.90

- TOTAL AMOUNT \$ 1,359.00

**Attachment A
DELIVERABLES AND
PERFORMANCE**

Deliverable #	Deliverables	Minimum Performance	Price	Financial Consequences
1	Within 30 days of receipt of the executed contract submit electronically, 3 sample CAMEO hazard analyses chosen from facilities identified in Attachment C. Must be in compliance with Section C of the Scope of Work. DEM will review the sample and provide constructive feedback within 10 business days.	1. Each CAMEO facility file must contain complete, correct and accurate information required in Section C of the Scope of Work.	No payment	
2	Not later than November 1, 2016 provide complete CAMEO files in compliance with Section C, Scope of Work, on 50% of facilities identified in Attachment C. Include a list of facilities visited. DEM staff will review the deliverables within 21 business days of receipt and provide general feedback on any errors. DEM staff WILL NOT make corrections to the files. Recipient will have 10 business days from time of receipt to return corrected files.	1. Each CAMEO facility file must contain complete, correct and accurate information required in Section C of the Scope of Work. 2. A signed Site Visit Certification Form and Site Plan in accordance with SOW Section D for each facility. For sulfuric acid (batteries) facilities, the site visit form must contain the date facility was called and the person that responded to the EPCRA inquiries.	45 % of Contract Amount	Payment will be reduced by \$110.00 per Facility with incorrect or incomplete CAMEO files after initial review.
3	Not later than March 1, 2017 provide complete CAMEO files in compliance with Section C, Scope of Work, on 50% of facilities identified in Attachment C. Include a list of facilities visited. DEM staff will review the deliverables within 21 business days of receipt and provide general feedback on any errors. DEM staff WILL NOT make corrections to the files. Recipient will have 10 business days from time of receipt to return corrected files.	1. Each CAMEO facility file must contain complete, correct and accurate information required in Section C of the Scope of Work. 2. A signed Site Visit Certification Form and Site Plan in accordance with SOW Section D for each facility. For sulfuric acid (batteries) facilities, the site visit form must contain the date facility was called and the person that responded to the EPCRA inquiries.	45 % of Contract Amount	Payment will be reduced by \$110.00 per Facility with incorrect or incomplete CAMEO files
4	1. Not later than May 15, 2017 provide completed Hazards Analysis (CAMEO File) to the Local Emergency Planning Committee and provide DEM with transmittal. Notify first responders and Attachment C facilities of the availability of the file. Provide DEM with transmittal.	1. Provide a complete correct copy of the approved hazards analysis file (Completed CAMEO file in compliance with Section C, Scope of Work) to the Local Emergency Planning Committee (LEPC) and provide the Division with a copy of the transmittal letter. 2. Notify all Attachment C facilities and first responders of the availability of the hazards analysis information, and make that information available upon request. Submit a copy of the notification to the Division.	10% of the contract amount	Payment will not be made without required transmittal and notification letters/E-mails.

Attachment A SCOPE OF WORK

Purpose

On October 17, 1986, Congress enacted the Emergency Planning and Community Right to Know Act (EPCRA), also known as Title III of the Superfund Amendments and Reauthorization Act (SARA). EPCRA requires hazardous chemical emergency planning by Federal, State and local governments, Indian Tribes, and industry. Additionally, EPCRA required industry to report on the storage, use and releases of certain hazardous materials.

At the Federal level, the U.S. Department of Environmental Protection Agency (EPA) administers EPCRA.

At the state level, the Florida Division of Emergency Management (DEM) serves as the lead agency responsible for oversight and coordination of the local planning efforts required by EPCRA. Chaired by the Director of DEM, the State Emergency Response Commission for Hazardous Materials (SERC) serves as a technical advisor and information clearinghouse for state and federal hazardous materials programs. Additionally, the SERC conducts quarterly public meetings in varying locations throughout the state. Currently, SERC membership consists of 28 Governor-appointed individuals who represent the interests of state and local government, emergency services, industry and the environment.

At the district level, Regional Planning Councils (RPCs) each coordinate the activities of a Local Planning Committee (LEPC) that: (1) performs outreach functions to increase hazardous materials awareness; (2) collects data on hazardous materials stored within the geographical boundaries of the RPC; (3) develops hazardous materials emergency plans for use in responding to and recovering from a release or spill of hazardous or toxic substances; (4) submits hazardous materials emergency plans to the SERC for review; (5) provides the public with hazardous materials information upon request. LEPC membership consists of local professionals representing occupational categories such as firefighting, law enforcement, emergency management, health, environment, and/or transportation.

At the local level, each of Florida's 67 counties performs a hazards analysis (county may elect to contract to the RPC or qualified vendor). The county hazards analysis is used as input to the LEPC Emergency Response Plan for Hazardous Substances required under EPCRA and encompasses; identification of facilities and transportation routes of extremely hazards substances (EHS); description of emergency response procedures; designation of a community coordinator and facility emergency coordinator(s) to implement the plan; outline of emergency notification procedures; description of how to determine the probable affected area and population by releases; description of local emergency equipment and facilities and the persons responsible for them; outline of evacuation plans; a training program for emergency responders; and, methods and schedules for exercising emergency response plans. This Agreement provides funding so that the Recipient, can assist in maintaining the capability necessary to perform the duties and responsibilities required by EPCRA. The recipient shall update the hazards analysis for all facilities listed in Attachment C, which have reported to the State Emergency Response Commission the presence of those specific Extremely Hazardous Substances designated by the U.S. Environmental Protection Agency in quantities above the Threshold Planning Quantity. The data collected under this Agreement will be used to comply with the planning requirements of the Superfund Amendments and Reauthorization Act of 1986, Title III, "Emergency Planning and Community Right-To-Know Act of 1986" and the Florida Emergency Planning and Community Right-To-Know Act, Florida Statutes, Chapter 252, Part II.

Requirements

- A. The Recipient shall submit a list of facilities within the geographical boundaries of the County listed on Attachment C that are suspected of not reporting to the State Emergency Response Commission the presence of Extremely Hazardous Substances in quantities above the Threshold Planning Quantity, as designated by the U. S. Environmental Protection Agency.

- B. The completed hazards analysis shall comply with the site-specific hazards analysis criteria outlined below for each facility listed in Attachment C. The primary guidance documents are Attachment I (Hazards Analysis Contract Checklist and CAMEO*fm* Guide) to this Agreement and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis" at: <https://www.epa.gov/epcra/technical-guidance-hazardous-analysis-emergency-planning-extremely-hazardous-substances>. All hazards analyses shall be consistent with the provisions of these documents. Any variation from the procedures outlined in these documents must be requested in writing, submitted in advance and approved by the Division.
- C. Conduct an on-site visit at each Attachment C facility to ensure accuracy of the hazards analysis. Each applicable facility's hazards analysis information shall be entered into the U.S. Environmental Protection Agency's CAMEO*fm* version 3.2 (download from): <http://www.epa.gov/cameo/cameo-software>. Each facility hazards analysis shall include, but is not limited to, the following items:
1. Facility Information (CAMEO*fm* Facility Page)
 - (a) Enter the facility name (per Attachment C) in the Facility Name field.
 - (b) Enter the facility physical address (no Post Office Box) in the Street Address fields of the Address tab.
 - (c) Enter the geographic coordinates (in decimal degrees) in the latitude/longitude fields of the Map Data tab.
 - (d) Enter the maximum number of occupants present at the facility at any given time in the Maximum Number of Occupants Fields on the ID and Regs tab. The Facility Manned tab must also be correctly checked. Select the correct check boxes indicating if the facility is subject to section 112r and/or section 302. (All facilities should be subject to 302 unless they submitted an SOD)
 - (e) Enter the Facility phone number in the Facility Phones tab field.
 - (f) Enter the name, title and 24-hour phone number of the designated facility emergency coordinator in the Contacts tab field.
 - (g) Enter the main route(s) used to transport chemicals to the facility (from the County line to the facility) in the notes tab of the Facility Page.
 - (h) Enter the route(s) used to exit the Threat Zone(s) in the notes tab of the Facility Page or link the facility to a Marplot map that graphically shows the evacuation routes. This image must be available off-line if this alternative method is selected. A map-capture from Marplot may be saved as an alternative method.
 - (i) Enter any past reportable releases that have occurred in the last five years at the facility in the notes tab of the Facility Page. Include a copy of the Section 304 follow-up report submitted to the LEPC. If it is determined that a facility has not have an accident, that shall be noted.
 2. Hazard Identification (CAMEO*fm* Chemical in Inventory Page)
 - (a) For each Extremely Hazardous Substance present over the Threshold Planning Quantity (TPQ), create a Chemical in Inventory page (if a Chemical in Inventory page hasn't been created already) and enter the proper chemical name and Chemical Abstract Service (CAS) number.

- (b) On each Chemical in Inventory page created for each Extremely Hazardous Substance present over the TPQ, enter in pounds (not range codes) the maximum quantity of each Extremely Hazardous Substance in the Max Daily Amount field of the Physical State and Quantity tab.
- (c) Enter the amount (in pounds) of each Extremely Hazardous Substance stored in the largest container or interconnected containers in the Max amount in largest container field of the Physical State and Quantity tab (**this is the release amount used to determine the Vulnerable Zone**).
- (d) Choose the appropriate description for the Type of storage container (drum, cylinder, tank etc.), storage pressure (ambient, greater than ambient etc.) and storage temperature (ambient, greater than ambient etc.) of each Extremely Hazardous Substance in those fields on the Location tab.
- (e) For each Extremely Hazardous Substance over TPQ, On the Physical State & Quantity tab check the appropriate boxes in the Physical State, Hazards and Health Effects fields (information on the above may be found by clicking on the Datasheet button which opens either the CAMEO Chemicals program or website.)

3. Vulnerability Analysis (*CAMEO* Scenario Page)

- (a) For each Extremely Hazardous Substance present over the Threshold Planning Quantity (TPQ), create a New Scenario page (if a Scenario page hasn't been created already) and enter the maximum amount in the largest container or interconnected containers in the Amount Released field of the Scenario Description tab.
- (b) On the Scenario page(s) Scenario Description tab, enter the concentration percentage in the Concentration field.
- (c) On the Scenario page(s) Scenario Description tab, enter the release duration in the Release Duration field as follows:
 - (1) Gases – 10 minutes
 - (2) Powders or solids in solution – 10 minutes
 - (3) Liquids – No value shall be entered
- (d) Enter the proper natural physical state of the chemical at room temperature in the physical state field. (as specified in *CAMEO* Chemicals)
- (e) On the Scenario page(s) Scenario Description tab, use the weather default settings or, enter average wind speed. Alternate scenarios may also be entered.
- (f) On the Scenario page(s) Scenario Description tab, rate the Risk, Consequences and Overall Risk of a release occurring at the facility on the bottom of the Scenario Page (the Risk Assessment should be based upon the Extremely Hazardous Substance, previous release history, maintenance conditions etc.).
- (g) After entering the information noted above on the Scenario Description tab and clicking on the Estimate Threat Zone Radius button, *CAMEO* will automatically estimate the extent of the threat zone that may cause injury or death to human populations following a release.
- (h) On the Scenario page(s) notes tab, enter an estimate of the total exposed population within the threat zone(s) or link the facility location to a Marplot map where the threat zone population may be estimated based on the most recently available Census data.

This image must be available off-line if this alternative method is selected. A map-capture from Marplot may be saved as an alternative method. If using this method upload the map data image to the **CAMEO_{fm}** Site Plan tab/Facility page and also write on the Notes tab/Scenario page where the Total Exposed Population can be found. Add the file name. (Example: Total Exposed Population: See Marplot map (name of map SERC#TEP))

- (i) On the Scenario page(s) notes tab, identify each critical facility by name and maximum expected occupancy within the threat zone(s) (schools, day cares, public safety facilities, hospitals, etc.). If there are no critical facilities within the threat zone(s), that shall be noted. An alternative method is to link the facility location to a Marplot map in which a critical facilities geographic shape file has been loaded. Critical facilities files are available for downloading from the Florida Division of Emergency Management CAMEO data portal. If using this method upload the map data image to the **CAMEO_{fm}** Site Plan tab/Facility page and also write on the Notes tab/Scenario page where the Critical Facility information can be found. Add the file name. (Example: Critical Facilities: See Marplot map (name of map SERC#CF))

D. Supporting documentation in the form of Site Visit Certification Form, Statement of Determination or dated letter or email to the SERC, LEPC, and local fire department from the facility identifying the reason the EHS is no longer present shall be submitted to the Division with a list of the facilities for which a hazards analysis was not completed Section 302 site and need to be removed from the official list of Section 302 sites for which hazards analyses are conducted..

E. On-Site Visits

1. Conduct a detailed on-site visit, within the period of this Agreement, of all the facilities listed in Attachment C, to confirm the accuracy and completeness of information in the hazards analysis. If authorized by the Division, a new or alternate facility may be substituted for a site that has previously had a hazards analysis conducted. A change of facilities after the agreement is executed will require a modification agreement.
2. Submit a completed Hazards Analysis Site Visit Certification Form (Attachment J) for each facility to the Division (file name must contain at minimum the SERC number if applicable and SV – if SERC number is not available facility name and SV – additional info allowed but not required). **Add the site visit certification form to the Site Plan Tab of the CAMEO_{fm} Facilities Page for each facility visited or contacted. Upload the site visit certification form to the Site Plan Tab of the CAMEO_{fm} Facilities Page for each facility visited or contacted.**

(a) On-Site visit exception for sulfuric acid (batteries), this exception does NOT apply to bulk storage of sulfuric acid.

- (1) For facilities listed on Attachment C that report the presence of only sulfuric acid in batteries, an initial on-site visit is required and an on-site visit form (Attachment J) signed and dated by the facility representative and the Recipient shall be submitted to the Division.
- (2) In Agreements subsequent to the initial on-site visit, the Recipient shall contact the facility representative by email or telephone to verify the presence of all extremely hazardous substances. The on-site visit form shall be signed by the Recipient and identify the date and facility contact information. Another on-site visit is not required in subsequent Agreements, unless, the facility reports the presence of another extremely hazardous

substance above TPQ. **Nothing additional is required to be changed or updated in CAMEO*fm* for Sulfuric Acid (Battery) Exemption facilities.**

- (3) If a facility representative reports the presence of an extremely hazardous substance other than sulfuric acid in batteries, subsequent to the period of Agreement in which the initial site visit was conducted, the Recipient shall conduct an on-site visit, complete all applicable **CAMEO*fm* pages and tabs** and submit a completed on-site visit form (Attachment J) to the Division.
 - (4) A list of the facilities using the Sulfuric Acid (Battery) Exception must be included with deliverable submittals.
3. **For each facility for which a hazard analysis is conducted, a site plan must be added to the site plan tab of the CAMEO*fm* Facilities Page.** (file name must contain at minimum the SERC number if applicable and SP – if SERC number is not available facility name and SP – additional info allowed but not required) The site plan shall contain sufficient information to provide situational awareness and at a minimum include:
- (a) Location of major building(s)
 - (b) Name and location of extremely hazardous substance(s). If multiple extremely hazardous substances are co-located, noting EHS is acceptable.
 - (c) Name and location of street(s) in immediate vicinity, minimum of one cross street and street facility is located on.
 - (d) Identify pertinent access and egress point(s)
 - (e) Note any additional features pertinent to hazmat and medical response
- F. Ensure that the Hazards Analysis information is provided to the County for inclusion in the Local Mitigation Plan.

Attachment B
Program Statutes and Regulations

1. Emergency Planning and Community Right to Know Act (EPCRA), Title III of the Superfund Amendments Reauthorization Act of 1986, 42 U.S.C. s. 1101, et seq. (SARA).
2. Florida Emergency Planning and Community Right to Know Act, Chapter 252, Part II, Florida Statutes.

ATTACHMENT C - LEVY COUNTY SECTION 302 FACILITY LIST

SERC #	Facility Name / Address	County	EHS Chemical	Contact Number
29517	35 Farms-Needmore 12250 Southeast 80 Street Morrison, 32626	Levy	Paraquat Dichloride	Andy Robinson 352-528-2388
5228	BellSouth - 33440 112 S.E. 1st Street Chiefland, 32626	Levy	Sulfuric Acid	Sara A. Buford 904-614-5041
5229	BellSouth - 33484 Schoolcraft Street Yankeetown, 34498	Levy	Sulfuric Acid	Sara A. Buford 904-614-5041

Attachment D
FINANCIAL INVOICE FORM
FOR
HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATE

RECIPIENT: Levy County

AGREEMENT# 17-CP-11-05-19-01-XXX

	AMOUNT	AMOUNT APPROVED
	REQUESTED BY THE RECIPIENT	BY THE DIVISION
1. First Payment (45% of contract amount) (50% Hazards Analyses submitted and approved)	\$ _____	\$ _____
2. Second Payment (45% of contract amount) (50% Hazards Analyses submitted and approved)	\$ _____	\$ _____
3. Final Payment(10% of contract amount) (approval, distribution & notification)	\$ _____	\$ _____
TOTAL AMOUNT	\$ _____	\$ _____

(To be completed by
the Division)

I certify that to the best of my knowledge and belief the billed costs are in accordance with the terms of the Agreement.

Signature of Authorized Official/Title

Date

TOTAL AMOUNT TO BE PAID AS OF _____

THIS INVOICE \$ _____

(To be completed by the Division)

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<input type="checkbox"/> ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment F
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from Monday to Friday 8:00 AM - 5:00 PM.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Recipient's Name

DEM Contract Number

Project Number

Attachment H
Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
2. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
5. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
6. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
7. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
8. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment I Hazard Analysis Contract Checklist and CAMEO_{fm} Guide

Facility Information (CAMEO_{fm} Facility Page)	
	Facility Name (per Attachment C) (Facility Page)
	Facility Physical Address (Facility Page)
	Latitude and Longitude in Decimal Degrees (ex. 30.197, -84.3621) (Map Data Tab on Facility Page)
	Facility Phone Number (Facility Phones Tab on Facility Page)
	Facility Emergency Coordinator Name, Title and 24-hour Emergency Phone Number (Contact Tab on Facility Page)
	Transportation Route(s) (From County Line to the Facility) (Notes Tab on Facility Page)
	Evacuation Route(s) to exit the Vulnerable Zone (Notes Tab on Facility Page)
	Historical Accident Record (If none, please note) (Notes Tab on Facility Page)
	Facility Maximum Occupancy (a minimum of one is required for unmanned facilities) (ID and Regs Codes Tab on facility Page)
	Select correct check boxes for facilities subject or not subject to section 112r or section 302 (ID and Regs Codes Tab on facility Page)
Hazard Identification (CAMEO_{fm} Chemical in Inventory Page) (for each Extremely Hazardous Substance on site)	
	Proper Chemical Name(s) (Chemical in Inventory Page(s))
	Chemical Abstract Service (CAS) Number (Chemical in Inventory Page(s))
	Physical State in Storage (ex. mixture, pure, liquid, gas) (Chemical in Inventory Page(s), Physical State and Quantity Tab)
	Maximum Quantity On-site in Pounds (Chemical in Inventory Page(s), Physical State and Quantity Tab)
	Maximum amount in Largest Container or Interconnected Containers (Chemical in Inventory Page(s), Physical State and Quantity Tab) (This figure will be used as the release amount to determine the vulnerable zone in the Scenario)
	Type/Design, Pressure and Temperature of Container(s) (cylinder, battery, ambient etc.) (Chemical in Inventory Page(s), Location Tab)
	Nature of the Hazard (ex. acute, chronic, fire, pressure, etc.) (Chemical in Inventory Page(s), Physical State and Quantity Tab)
Vulnerability Analysis (CAMEO_{fm} Scenario Page) (for each Extremely Hazardous Substance on site)	
	Enter maximum amount in largest container or interconnected containers in the Amount Released field (Scenario Description tab) (Must match the Chemical in Inventory Page, Physical State and Quantity Tab, maximum amount in largest container figure)
	Enter the concentration percentage in the Concentration field (Scenario Description tab)
	Enter Release Duration (10 minutes for gases, solids in solution or powders; no entry for liquids is required) (Scenario Description tab)
	Determine the natural Physical State of the chemical at room temp (specified in CAMEO Chemicals) and enter into the Physical State field (Scenario Description tab)
	Weather Information - Use the weather default settings or enter average wind speed (don't enter a value in the Wind From field) and Urban or Forest is recommended in the Ground Roughness field. (Scenario Description tab)
	Risk Assessment - Rate the Risk, Consequences and Overall Risk of a release occurring (based upon release history & maintenance etc.) (Scenario Description tab)
	Extent of Vulnerable Zone (CAMEO automatically calculates Threat Zone Radius when Edit button and Estimate Threat Zone Radius buttons are used) (Scenario Description tab)
	Enter estimate of Total Exposed Population (Notes Tab on Scenario Page(s))
	Enter Critical Facilities (name of critical facility(s) and max occupancy for each; if none, state No Critical Facilities) (Notes Tab on Scenario Page(s))
	See scope of work for alternatives.
On-Site Visits (for each Facility and within the Contract Period)	
	Site Visit Certification Form (Attached to Site Plan Tab on Facility Page) (file name must contain at minimum the SERC number if applicable and SV – if SERC number is not available facility name and SV. If it's a telephone call for the sulfuric acid exception the name of the facility rep spoken to and date of call must be noted on the form. Additional info allowed but not required.)
	Site Plan (Attached to Site Plan Tab on Facility Page) (file name must contain at minimum the SERC number if applicable and SP – if SERC number is not available the facility name and SP – additional info allowed but not required.)
	Sufficient Detail to Identify:
	Location of Major Building(s)
	Name and Location of Extremely Hazardous Substance(s) (if extremely hazardous materials are co-located, noting EHS is acceptable)
	Name and Location of Street(s) (At minimum street facility where facility is located and the nearest intersection or cross street.)
	Identify Pertinent Access and Egress Points
	Note Additional Features Pertinent to Hazardous Materials and Medical Response

Attachment J



FLORIDA STATE EMERGENCY RESPONSE COMMISSION FOR HAZARDOUS MATERIALS

HAZARDS ANALYSIS SITE VISIT CERTIFICATION FORM

Facility Name (Please print)

Street Address, City & Zip Code (Please print)

County (Please print)

SERC ID #

Name of Facility Representative (Please print)

Facility Representative Signature

Site Visit Date

Site Visit Performed by (Please print)

Signature

Site Visit Date

The individuals signing above certify that a hazards analysis site visit was conducted on the above date.

Notes: _____

Check if facility representative was informed about using E-Plan (<https://erplan.net/eplan/login.htm>) for EPCRA on-line filing

Attachment K
STATEMENT OF DETERMINATION

Facility Name		
Physical Address (Street only)		
City	County	LEPC District

I have determined that this facility is / is not subject to the following section(s) of EPCRA, Title III, for the reporting year(s) indicated (circle all applicable):

SECTION	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
302 / 303	Y/N										
311 / 312	Y/N										
313	Y/N										

If "No" was indicated on any of the above, please check appropriate box(s) why:

Sections 302/303	Extremely Hazardous Substances (EHSs) are / were present only in amounts less than established Threshold Planning Quantities (TPQs).			
	No EHSs are Present.			
	No EHSs were present on-site during the year.			
Sections 311/ 312	Hazardous chemicals/EHSs are/were present only in amounts below established reporting thresholds.			
	No hazardous chemicals/EHSs are/were present.			
	No hazardous chemicals were present on-site during the year.			
Section 313	Not within covered SIC Codes.			
	Within covered SIC Codes, but less than ten (10) employees.			
	Within covered SIC Codes, but no Section 313 chemicals were present or were below Section 313 reporting thresholds.			
Other	Closed facility YES / NO	Chemicals removed YES / NO	Chemicals reduced below threshold/TPQ YES / NO	Date Effective:
	New Facility. Date chemicals brought on site meeting / exceeding TPQ:			

Further explanation if necessary:

CERTIFICATION:	
I understand the requirements of the law(s) circled above. I also understand that ultimate compliance responsibility lies with me and failure to comply, if required, can result in civil and criminal penalties under federal and state laws.	
Name of owner / operator's authorized representative (printed):	
Official Title (printed):	
Signature:	Date signed:

Attachment L

HAZARD ANALYSIS REVIEW CRITERIA

Facility Page

1. Facility Name
2. Facility Address
3. Facility Phone#
4. Name and phone number for 24-hour contact
5. Evacuation route(s)
6. Legible/Detailed Site Plan (SERC#SP) with location of EHS(s)
7. Site Visit Certification Form (SERC#SV)
8. Latitude & Longitude in Decimal/Degrees
9. Maximum No. of Occupants

Chemical In Inventory

1. Proper Chemical Name and Chemical Abstract Number
2. Max Daily Amount
3. Max Amount in Largest Container

Scenario Page

1. Amount Released (Must be the same as Max Amount in Largest Container)
2. Release Duration for Gases and Solids in Solution must be 10 Minutes
3. Natural Physical State
4. Risk Assessment
5. Estimate Threat Zone Radius
6. Name of Critical Facilities if None Indicate So
7. Estimate Total Exposed Population
8. SOD or Supporting Documentation

Levy County Board of County Commissioners
Agenda Item Summary

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION: ROAD/BRIDGE- ALICE LALONDE X3358	2. MEETING DATE: 5/17/16
---	------------------------------------

3. REQUESTED MOTION/ACTION:
 Request approval to repair 2004 Bucket Truck (RD# 201) Needs complete engine overhaul.

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)

Requesting to repair 2004 Bucket Truck (Remove, Recondition engine and Reinstall) We could only get two quotes and they are from the following companies:

Ring Power: \$18,552.79 (with a 2 year warranty)
 Raney' s Truck Parts Inc: \$21,827.95 (no warranty)

Please see attached quotes with detailed information regarding the repairs.

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:



Ring Power Corporation
 6200 North US 301/441
 Ocala, FL 34475
 (352) 732-2800

Cat Rental Store
 Heavy Equipment
 Power Systems
 Ring Lift
 Ring Used Parts
 Ring Power Crane

Ring Power Corporation, 500 World Commerce Pkwy, St Augustine, FL 32092, (904) 737-7730

INVOICE

0169386

← Please refer to this number on remittance

SOLD TO

LEVY COUNTY BOCC
 PO BOX 336
 BRONSON FL

SHIP TO

32621-0336

2 Year War

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
0169386	04-19-16	027080		01	E	657	2	1
PSO/AWO NO.	DGC. DATE	PC	LC	MC	SHIP VIA	DATE SHIPPED	INVOICE SEQ. NO.	
0169386	04-13-16	1A	10	10		04-19-16		2
MAKE	MODEL	SERIAL/P.I.N. NUMBER	EQUIPMENT NUMBER	METER READING	MACH. ID NO.			
AA	3126	OKAL04064	201					
QUANTITY	ITEM	F/N/R	DESCRIPTION	UNIT PRICE	EXTENSION			

* * * PROFORMA INVOICE * * *

INSPECT TRUCK

21 POINT INSPECTION

SEGMENT 00 TOTAL

.00 T

TROUBLESHOOT TRUCK

F/R LBR

SEGMENT 01 TOTAL

583.00 *
583.00 T

REMV RECONDITION & INSTL ENGINE

REMOVE ENGINE, PERFORM PLATINUM OVERHAUL, TRANSFER COMPONENTS & REINSTALL. ENGINE WILL HAVE 2YR OPT WARRANTY UPON INSPECTION & COMPLETION. OPTION TO UPGRADE WARRANTY TO 3 OR 4 YEARS.

PLATINUM KIT CONSISTS OF: REMAN CYLINDER BLOCK, 6 CYLINDER PACKS, RODS, BEARINGS, OIL PUMP, REMAN CYLINDER HEAD, HEUI KIT, WATER PUMP, ALL SEALS & GASKETS. ADDING A REMAN TURBO AND OIL COOLER.

F/R PTS

10069.79 *

Now offering Parts and Service for all makes and models of heavy duty trucks. ringpower.com/TPS

(See Reverse) DISE SUBJECT TO RETURN ONLY AFTER PERMISSION HAS BEEN REQUESTED AND APPROVED. RETURNED MATERIAL IS SUBJECT TO A HANDLING CHARGE AND MUST BE SENT IN PREPAID EXCEPT IN THOSE CASES WHERE PARTS ARE SHIPPED IN ERROR. IN SUCH CASES HANDLING CHARGE IS WAIVED AND RETURN MAY BE EFFECTED ON A FREIGHT COLLECT BASIS.

PAY THIS AMOUNT	CONT'D
AMOUNT CREDITED	

A SERVICE CHARGE OF 1-1/2% PER MONTH WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

Remit to: Ring Power Corporation
 PO Box 935004
 Atlanta, GA
 31193-5004

FILE COPY

Ring Power

Ring Power Corporation
 6200 North US 301/44-1
 Ocala, FL 34475
 (352) 732-2800

Cat Rental Store
 Heavy Equipment
 Power Systems
 Ring Lift
 Ring Used Parts
 Ring Power Crane

Ring Power Corporation, 500 World Commerce Pkwy, St Augustine, FL 32092, (904) 737-7730

INVOICE

0169386

← Please refer to this
 number on remittance

SOLD TO

LEVY COUNTY BOCC
 PO BOX 336
 BRONSON FL

SHIP TO

32621-0336

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE
0169386	04-19-16	027080				01	E	657	2	2
PSO/WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA	DATE SHIPPED		INVOICE SEQ. NO.		
0169386	04-13-16	1A	10	10		04-19-16		2		
MAKE	MODEL	SERIAL/P.I.N. NUMBER		EQUIPMENT NUMBER	METER READING		MACH. ID NO.			
AA	3126	OKAL04064		201						
QUANTITY	ITEM	N/R	DESCRIPTION		UNIT PRICE		EXTENSION			

* * * PROFORMA INVOICE * * *

SEGMENT 02 TOTAL

F/R LBR

6600.00 *
 16669.79 T

CHARGE ADDITIONAL PARTS

PARTS NOT INCLUDED IN PLATINUM KIT: HOSES, CLAMPS,
 ETC.

SEGMENT 03 TOTAL

F/R PTS

1000.00 *
 1000.00 T

ENVIRO/MISC

300.00 T

AMOUNT
 TAX EXEMPTION LICENSE 858012622201C1

18552.79

"TERMS NET 30 DAYS FROM DATE OF INVOICE"
 PLEASE CALL 352-732-2800 IF YOU HAVE QUESTIONS CONCERNING THIS INVOICE

Now offering Parts and Service for all makes and models of heavy duty trucks. ringpower.com/TPS

(See Reverse) DISPOSE SUBJECT TO RETURN ONLY AFTER PERMISSION HAS BEEN REQUESTED AND APPROVED. RETURNED MATERIAL IS SUBJECT TO A HANDLING CHARGE AND MUST BE SENT IN PREPAID EXCEPT IN THOSE CASES WHERE PARTS ARE SHIPPED IN ERROR. IN SUCH CASES HANDLING CHARGE IS WAIVED AND RETURN MAY BE EFFECTED ON A FREIGHT COLLECT BASIS.

A SERVICE CHARGE OF 1-1/2% PER MONTH WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

PAY THIS AMOUNT	18552.79
AMOUNT CREDITED	

Remit to: **Ring Power Corporation**
 PO Box 935004
 Atlanta, GA
 31193-5004

FILE COPY

RANEY'S TRUCK PARTS INC.
 PO BOX 1478 (34478)
 1650 N. W. 38th AVENUE
 Ocala ,FL 34482
 352-867-1982

www.raneystruckcenter.com

Date: 05/02/2016 12:12:48

Customer: KAL04064-1 REPLACE ENGINE BLOCK Home:

Mobile:

Work:

Email:

For: 2008 Freightliner Classic - 120

TYPE	DESCRIPTION	PART #	QTY	PRICE	RATE	HOURS	LINE TOTAL
Parts	CENTRAL & LOWER GSKT SET	JAX	1.0	\$149.24	-	-	\$149.24
Parts	FRONT STRUCTURE GSKT SET	JAX	1.0	\$120.38	-	-	\$120.38
Parts	REAR STRUCTURE GSKT SET	JAX	1.0	\$56.70	-	-	\$56.70
Parts	OIL COOLER GSKT SET	JAX	1.0	\$62.61	-	-	\$62.61
Parts	INJ SEAL KIT	OCALA	6.0	\$32.73	-	-	\$196.38
Parts	THERMOSTAT	OCALA	2.0	\$21.38	-	-	\$42.76
Parts	MISC HARDWARE,BELTS,HOSES,ETC.		1.0	\$300.00	-	-	\$300.00
Parts	FILTERS		1.0	\$100.00	-	-	\$100.00
Parts	1540 ENGINE OIL		32.0	\$2.75	-	-	\$88.00
Parts	GAL ANTI-FREEZE	STK	12.0	\$9.95	-	-	\$119.40
Parts	CAN HAVE PARTS 3-4 WORKING DAYS - NO FRT \$		1.0	\$0.00	-	-	\$0.00
Labor	COMPLETE ENGINE R&R AND CRANK R&R WITH NEW BLOCK	-	-	-	\$109.00	80.0	\$8,720.00
Parts	NEW ENGINE BLOCK	MEMPHIS	1.0	\$7,052.15	-	-	\$7,052.15
Parts	REMAN CYL HEAD (EXCHANGE)	MEMPHIS	1.0	\$1,623.06	-	-	\$1,623.06
Parts	(CYL HEAD CORE \$1700.00)		1.0	\$0.00	-	-	\$0.00
Parts	ROD BEARING	ATLANTA	6.0	\$28.69	-	-	\$172.14
Parts	MAIN SET	ATLANTA	1.0	\$244.50	-	-	\$244.50
Parts	PISTON RINGS	JAX	6.0	\$73.74	-	-	\$442.44
Parts	REMAN PISTON ROD ASSY (EXCHANGE)	JAX	1.0	\$328.54	-	-	\$328.54
Parts	REMAN OIL PUMP (EXCHANGE)	JAX	1.0	\$411.20	-	-	\$411.20
Parts	REMAN WATER PUMP (EXCHANGE)	JAX	1.0	\$274.11	-	-	\$274.11

TYPE	DESCRIPTION	PART #	QTY	PRICE	RATE	HOURS	LINE TOTAL
Parts	NEW INJECTOR	JAX	1.0	\$811.40	-	-	\$811.40
Parts	CYL HEAD GSKT SET	JAX	1.0	\$462.94	-	-	\$462.94

Labor:	\$8,720.00
Parts:	\$13,057.95
Shop Supplies:	\$50.00
Hazardous Materials:	\$0.00
Labor Taxes:	\$0.00
Parts Taxes:	\$0.00
TOTAL:	\$21,827.95

Customer Signature: _____

*Levy County Board of County Commissioners
Agenda Item Summary*

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION: ROAD/BRIDGE- ALICE LALONDE X3358	2. MEETING DATE: 5/17/16
---	------------------------------------

3. REQUESTED MOTION/ACTION:
 Equipment Workshop for Road Department

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)

Requesting a Workshop to present the Road Department's equipment needs and current equipment maintenance cost to the Board of County Commissioners.

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:

