

Levy County Board of County Commissioners
Agenda Item Summary

1. *NAME/ORGANIZATION/TELEPHONE:*
Fred Moody, County Coordinator

2. *MEETING DATE:*
July 19, 2016

3. *REQUESTED MOTION/ACTION:*
Update and request direction on DPS Director Position.

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)*
Update and request direction on DPS Director Position.

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

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

Transportation/Connie Conley/Director

2. MEETING DATE:

July 19, 2016

3. REQUESTED MOTION/ACTION:

Requesting Board Approval for Service Agreements for Creekside Christian and Nature Coast Middle School

4. AGENDA

Presentation
time requested

_____ minutes

(Request will be granted if

4. Is this item budgeted (if applicable)?: Yes ___ No ___ If No, state action required

Budget Action: None Required

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)

Approval requested for Service Agreement with additional Rules of Behavior added to provide transportation for the 2016/2017 school year for both schools.

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

7. COMMISSION ACTION:

___ APPROVED

___ DENIED

___ DEFERRED DATE TO BRING BACK:

___ OTHER SPECIFY:

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2016, by and between LEVY COUNTY, a political subdivision of the State of Florida, P.O. Box 310, Bronson, Florida 32621 (hereinafter "County"), and CREEKSIDE CHRISTIAN SCHOOL, P.O. Box 17, Otter Creek, FL 32683 (hereinafter "School"), and any parent or legal guardian of a student at School who may enter into this Agreement with County and School.

WITNESSETH:

WHEREAS, County operates a transportation department named Levy County Transit (hereinafter "LCT"); and

WHEREAS, School desires to utilize transportation services available through LCT to transport students to and from School's educational facilities at 171 SW 3rd Street, Otter Creek, Florida ("Otter Creek Facility"), and County desires to provide those services through LCT; and

WHEREAS, parent(s) or legal guardian(s) of a student(s) attending School (hereinafter "Parent") who have entered into this Agreement desire to have the student(s) transported through the services provided by County under this Agreement and desire to enter into this Agreement and be bound by the terms hereof;

NOW, THEREFORE, based on the premises and the mutual covenants, conditions and considerations hereinafter expressed, the parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and correct and are hereby incorporated into this Agreement.
2. Purpose. The purpose of this Agreement is for County to provide transportation services to School's students, subject to the limitations and requirements contained in this Agreement.
3. Parties to Agreement. County and School and any Parent who signs a signature page attached to a copy of this Agreement shall constitute the parties to this Agreement. County and School shall become parties upon their respective execution of this Agreement. A Parent may elect to and shall become a party to this Agreement and be bound by the terms hereof upon that Parent's execution of a signature page attached to a copy of this Agreement. County and School agree that a Parent may be added as a party to this Agreement at any time during the term hereof without the necessity for individual, original agreement documents to be executed by County and School with each Parent. Original signature pages signed by each Parent that becomes a party to this Agreement, and originals of this Agreement executed by County and School shall be maintained at the offices of both LCT and School for the duration of the term of this Agreement.

4. Duties of County.

(a) County shall transport a minimum number of eight (8) students from the LCT office at 970 East Hathaway Avenue, Bronson, Florida (hereinafter "LCT Offices") and the Winn Dixie parking lot at 727 W. Noble Avenue, Williston, Florida (hereinafter "Winn Dixie") to and from the Otter Creek Facility, Monday through Friday of each week during the School's regular school year (herein referred to as a "school week") throughout the term of this Agreement, with the exception of the holidays listed on the attached Exhibit "A" which is incorporated herein by this reference. The transportation vehicles will leave the LCT Offices at approximately 7:30 a.m. and the Winn Dixie at approximately 7:15 a.m. to transport students to the Otter Creek Facility each day services are provided. The transportation vehicles will leave the Otter Creek Facility to transport students to the LCT Offices and Winn Dixie at approximately 3:15 p.m. on Monday through Thursday, and at approximately 12:15 p.m. on Friday, for each school week services are provided. County shall make its best efforts to deliver students to the Otter Creek Facility by 7:45 a.m. each morning services are provided and to return students to the LCT Offices by 3:30 p.m. and to the Winn Dixie by 3:45 p.m. Monday through Thursday, and by 12:30 p.m. Friday, for each school week services are provided. County shall not be responsible, however, for late arrivals to the Otter Creek Facility or late deliveries of students to the LCT Offices or Winn Dixie that are due to circumstances beyond the control of County.

(b) County's duty to provide transportation services hereunder shall be contingent upon the timely receipt of payment for such services of Twenty-Five Dollars (\$25) per student per school week; provided, however, that in no event will School's payment for transportation services be below a minimum of Two Hundred Dollars (\$200) per school week regardless of the number of students utilizing such services, except as otherwise provided in paragraphs 5(d) and 5(e) hereof. In the event County does not receive timely payment for transportation services in accordance with paragraph 5(d) hereof, County shall not be obligated to provide any transportation services under this Agreement for any subsequent school weeks after giving seven (7) days' written notice to School of its intention to terminate services.

(c) County shall have no disciplinary responsibilities for any students either while the students are waiting at the LCT Offices or Winn Dixie to board the transportation vehicles, riding the transportation vehicles, or waiting to be picked up at the LCT Offices or Winn Dixie at the end of the school day. County shall not provide any supervision of any students at the LCT Offices or Winn Dixie before, during or after pick up or drop off waiting times under any circumstances.

(d) County shall have no responsibility to confirm that anyone who picks up or drops off a student at the LCT Offices or Winn Dixie has the authority to pick up or drop off that student on behalf of a Parent.

5. Duties of School.

(a) School shall coordinate between County and any Parent who desires to utilize the transportation services provided by County under this Agreement, and between County and any Parent who becomes a party to this Agreement. School shall prepare and provide an application form that meets the requirements of the Director of LCT to each Parent and shall coordinate completion of the application form in order for Parent to receive transportation services for a student. Each student shall be required to complete an application form prior to County performing any transportation services for that student. School shall provide Parents with any information and responses to questions relating to the services provided by County hereunder, shall acquire the signatures of any Parents who wish to become parties to this Agreement, shall maintain an original signature page for each Parent who enters into this Agreement, and shall provide an additional original signature page to County for each Parent who enters into this Agreement. School shall provide any administrative assistance required to any Parent in the operation of this Agreement. In the event there is a Parent who has a question or an issue for which School does not have the information to address, School shall contact the LCT office to acquire the answer or information for the Parent.

(b) In the event of emergency as described in paragraph 7, and the resulting suspension or termination of transportation services by County, School shall be responsible to contact each Parent that this a party to this Agreement to provide for alternate transportation for such Parent's student(s).

(c) School shall keep and maintain all records in connection with this Agreement at School's offices at the Otter Creek Facility, which shall be available for inspection by County during regular business hours.

(d) School shall pay County Twenty-Five Dollars (\$25) per school week for each student that uses the transportation services provided by County hereunder; provided, however, that in no event shall payment for any school week be less than Two Hundred Dollars (\$200) regardless of the number of students utilizing transportation services for that week. Except as otherwise provided below in subparagraph 5(e), in the event the School does not conduct classes for one or more days during any given school week due to holidays, cancellations, or other causes, School's obligation to pay the cost for transportation services for any student for any such partial week shall remain Twenty-Five Dollars (\$25), with a minimum total payment of Two Hundred Dollars (\$200) for the school week. Payment of the full weekly amount for each student is required regardless of whether that student utilizes the transportation services provided for all the trips during any given week. Payments shall be due from School to County within seven (7) days of the date of invoices sent to School by County.

(e) Notwithstanding the provisions of subparagraph 5(d) above, transportation services and payments will not be required for certain school weeks or partial school weeks as follows:

Week of November 21, 2016 through November 25, 2016, no transportation services will be provided and no payments for services will be due.

Weeks of December 16, 2016 through January 03, 2017, no transportation services will be provided and no payments for services will be due.

Week of March 13, 2017 through March 17, 2017, no transportation services will be provided and no payments for services will be due.

(f) School may provide supervision of students at the LCT Offices or Winn Dixie during student drop off and pick up waiting times and during transport of students. County shall have no responsibility for supervision or discipline of any students at any time.

6. Duties of Parent. Any Parent who enters into this Agreement shall have the following duties and responsibilities:

(a) Parent shall drop off their student(s) between 7:00 a.m. and 7:10 a.m. at Winn Dixie, and 7:15 a.m. and 7:25 a.m. at the LCT Offices for transport to the Otter Creek Facility for each day transportation services are utilized. Parent shall not drop off any student prior to 7:00 a.m. at Winn Dixie or 7:15 a.m. at the LCT offices. Parent shall not attempt to drop off any student at either the LCT Offices or Winn Dixie after 7:25 a.m.

(b) Parent shall pick up their student(s) between 3:30 p.m. and 3:45 p.m. for Mondays through Thursdays, and between 12:30 p.m. and 12:45 p.m. for Fridays, at the LCT Offices or Winn Dixie after the student(s) are transported from the Otter Creek Facility to the LCT Offices and Winn Dixie for each day that transportation services are utilized. Parent shall not pick up any student any later than 3:45 p.m. on any Monday through Thursday, or any later than 12:45 p.m. on any Friday from either the LCT Offices or Winn Dixie.

(c) Parent shall provide supervision of their student(s) at the LCT Offices and Winn Dixie during drop off and pick up waiting periods. Parent may coordinate with School to provide such supervision at the LCT Offices or Winn Dixie on Parent's behalf.

(d) Parent acknowledges that anyone Parent sends to pick up or drop off Parent's student(s) has the Parent's full authority to pick up or drop off such student(s) on behalf of Parent. It shall be Parent's responsibility to confirm and monitor that anyone picking up or dropping off Parent's student(s) is authorized by Parent to do so.

(e) In the event Parent has any questions or concerns or other issues regarding the administration or operation of this Agreement, Parent initially will direct its questions, concerns or other issues directly to School for information, response or resolution. Other than payments, Parent should not initially address County or LCT staff directly with any questions or concerns regarding this Agreement. In the event Parent does not receive the information or response requested of School, then Parent may contact County. County reserves the right, however, to refer Parent to School for final resolution or response.

(f) Parent shall provide any child restraint devices for use in the transportation vehicles for each student that is required to use a restraint device pursuant to Florida law. Parent shall install the restraint device in the transportation vehicle each day that services are required, which installation shall be subject to review and approval by the driver of the transportation vehicle.

(g) Parent shall execute and have Parent's student(s) execute the Rules of Behavior, which is attached hereto and incorporated herein by this reference. Parent shall be responsible for his/her compliance and for Parent's student(s) compliance with all requirements of the Rules of Behavior. In the event there is any non-compliance with the requirements set out in the Rules of Behavior, the County shall have the right to take necessary action to achieve compliance, including but not limited to refusal to transport a student without refund to the Parent for any payments previously made.

7. County's Right to Terminate or Refuse Services. County shall have the right to immediately terminate or refuse transportation services, without refund to a Parent for any payments that Parent may have made to School for services, upon written or verbal notice to the affected Parent or any person picking up or dropping off the Parent's student(s), at any time upon the occurrence of any of the following:

- (a) In the event a Parent does not comply with the pick up or drop off times for students at the LCT Offices or Winn Dixie; or
- (b) In the event a student misbehaves or is disruptive at the LCT Offices or Winn Dixie or during transport to or from the Otter Creek Facility or the LCT Offices; or
- (c) Failure of Parent or student to comply with any of the requirements of the Rules of Behavior.

In addition, County shall have the right to refuse or terminate transportation services to any individual student without cause upon two (2) days' written notice to the student's Parent (which may be provided by delivery to the student), and to School. In

addition, County shall have the right to terminate transportation services without cause under this Agreement upon seven (7) days' written notice to School.

In addition, in the event of emergency caused by natural disaster, impending hurricane, or other inclement weather, or other emergency declared by the Emergency Operations Department of County or any other authorized County official or representative, or by the State of Florida or any of its authorized officials, agencies or departments, or by the federal government or any of its authorized officials, agencies or departments, or other emergency circumstances beyond the control of County, County may suspend or terminate transportation services immediately upon verbal communication with School. In such event, School shall make its best efforts to contact each Parent to provide alternate transportation for such Parents' students.

8. Term/Termination. The term of this Agreement shall begin August 22, 2016, and shall continue through May 25, 2017. In the event a Parent enters into this Agreement subsequent to the beginning of the term, the beginning of the term as it relates to that Parent shall be the date the Parent executes a signature page entering into this Agreement.

9. Notices. In the event either party hereunder desires or is required to provide any notice to another party that is not a verbal notice or communication of termination or refusal of service addressed in paragraph 7 hereof, the party desiring or required to provide such notice shall provide it in writing, send it by personal delivery or by certified mail, return receipt request, postage prepaid, to the other party at the address listed below:

If to County: County Coordinator
P.O. Box 310
355 South Court Street
Bronson, FL 32621

With a copy to: Levy County Transit
P.O. Box 310
970 East Hathaway Avenue
Bronson, FL 32621

If to School: Creekside Christian School
P.O. Box 17
171 SW 3rd Street
Otter Creek, FL 32683

If to Parent: At the address provided on the Parent's signature page

10. Indemnification. In consideration of ten dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, School shall indemnify, save and hold harmless County and all of its officers, agents, employees or volunteers from all suits, actions, claims, demands and liability of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by School or any Parent, or either of their subcontractors, agents, employees, students (or, in the case of Parent, children or wards), or volunteers, or due to any negligent act, or occurrence of omission or commission of School or any Parent, or either of their subcontractors, agents, employees, students (or, in the case of Parent, children or wards), or volunteers. Neither School nor any of its subcontractors, agents, employees, students or volunteers will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, employees or volunteers.

In consideration of ten dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, Parent shall indemnify, save and hold harmless County and all of its officers, agents, employees or volunteers from all suits, actions, claims, demands and liability of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by School or Parent, or either of their subcontractors, agents, employees, students (or, in the case of Parent, children or wards), or volunteers, or due to any negligent act, or occurrence of omission or commission of School or Parent, or either of their subcontractors, agents, employees, students (or, in the case of Parent, children or wards), or volunteers. Neither Parent nor any of its subcontractors, agents, employees, students (or, in the case of Parent, children or wards), or volunteers will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, employees or volunteers.

11. Entire Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

12. Modification of Agreement. No modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. Waivers. One or more waivers by either party of any breach of any provision, term, condition or covenant of this Agreement shall not be construed as a waiver of a subsequent breach by the other party.

14. Florida Law. This Agreement shall be governed and construed in accordance with Florida law. The parties agree that in the event of any litigation arising

out of any alleged breach or nonperformance of this Agreement, the venue for such litigation shall be in Levy County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA

John Meeks, Chairman

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

Danny J. Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Anne Bast Brown

Anne Bast Brown, County Attorney

CREEKSIDE CHRISTIAN SCHOOL

By: _____
Title: _____
Date: _____

PARENT CONSENT AND ENTRY INTO AGREEMENT

The undersigned Parent acknowledges that he/she has read the foregoing attached Agreement and agrees to comply with and be bound by the provisions thereof. Parent acknowledges that he/she desires to acquire transportation services from County to the Otter Creek Facility for Parent's student(s) to attend School pursuant to the provisions of the attached Agreement. The Parent acknowledges that he/she has signed this signature page with the intent of entering into the Agreement as a party as of the date Parent signs this signature page.

(If two custodial Parents, both should sign)

Parent: _____
Printed: _____
Name: _____
Date: _____
Address: _____

Telephones: _____
Home: _____
Business: _____
Cell: _____

Parent: _____
Printed: _____
Name: _____
Date: _____
Address: _____

Telephones: _____
Home: _____
Business: _____
Cell: _____

EXHIBIT "A"
Creekside Christian School
2016-2017 School Holidays (no school for students)

August 22, 2016	FIRST DAY OF SCHOOL
September 5, 2016	Labor Day
October 24, 2016	Teachers Work Day
November 7, 2016	Educators Convention
November 11, 2016	Veteran's Day
November 21-25, 2016	Thanksgiving Holiday
December 16, 2016 -	Christmas Holiday
January 3, 2017	
January 13, 2017	Teacher Workday
January 16, 2017	Martin Luther King, Jr., Day
February 20, 2017	President's Day
March 13-17, 2017	Spring Break
March 27, 2017	Teacher Workday
April 14, 2017	Good Friday
May 25, 2017	LAST DAY OF SCHOOL

Rules of Behavior

This document contains rules for all students riding a Levy County Transit bus to and from school and their parents. Levy County Transit's goal is to provide transportation with safety being of the utmost importance.

As a Parent (as defined in the Agreement for Levy County transportation services), you are responsible for your child's behavior to and from school. You are also responsible to pick up and drop off your student(s) in a timely manner. Levy County Transit drivers and employees have dealt with students' behavior issues and Parents' failure to adhere to the pickup and drop off times in the past. Students frequently misbehave in the Levy County Transit office, eat and drink without cleaning up, damage the buses which have required costly repair, fight, use foul language and other disrespectful behavior, remove seatbelts, and other damaging and unsafe behavior. Parents attempt to drop off students early and pick up students as late as 4:00 p.m. on a regular basis. A variety of the activities that have caused problems are addressed with these Rules. These activities will no longer be tolerated.

Parents and students must adhere to the following in order to use Levy County Transit's transportation services to and from school:

1. Students must not arrive prior to 7:15 a.m. at the Levy County Transit office for departure to school.
2. Students must be picked up within 10 minutes of arriving to the Levy County Transit office after school (pickup by 3:40 p.m. Mondays through Thursdays, by 12:40 p.m. Fridays).
3. No horseplay or playing on office furniture.
4. No eating or drinking in Levy County Transit office.
5. All students will respect the Levy County Transit drivers. When the driver gives instructions to students, each student must follow those instructions without argument or backtalk.
6. No bullying.
7. No yelling or loud talking or talking to others across the bus.

8. No foul language.
9. No horseplay or fighting or physical contact of any form. Students must keep their hands to themselves.
10. No eating or drinking at the Levy County Transit office or on the bus. Food or drink that is not in a lunch box or backpack will not be allowed on the bus. Food or drink in a lunch box or backpack must not be removed from the lunch box or backpack.
11. Seatbelts must be worn at all times, which includes the shoulder strap.
12. No throwing items.
13. Windows are not to be opened.
14. Items not allowed on bus: Speakers for music, skateboards, basketballs, footballs, soccer balls and anything that could become a hazard.
15. Earbuds must be worn at all times when listening to music and volume kept down.
16. Driver may choose to hold onto any item that may be considered a danger, until destination is reached.
17. Bus will not stop for riders once it has left for destination.
18. Property damage to bus will be responsibility of the parent/guardian. Levy County Transit has had to have many seats recovered due to slicing and holes being punched in the back of seats by students. There are cameras located on bus and video will be reviewed to determine who is responsible. The parent of the responsible student will be responsible for the expense of repairs.

As provided in the Agreement, Levy County shall have the right to immediately terminate or refuse transportation services to a student, without refund to a parent or the school for any payments that may have made to County for services, upon written or verbal notice to the affected Parent or any person picking up or dropping off the Parent's student(s), at any time upon the occurrence of any of the following:

(a) In the event a Parent does not comply with the pick-up or drop off times for students; or

(b) In the event a student misbehaves or is disruptive at the pick-up points or during transportation at any time.

(c) Failure to comply with any of the requirements of these Rules of Behavior.

Student:

Printed Name: _____

Signature: _____ Date: _____

Parent:

Printed Name: _____

Signature: _____ Date: _____

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between LEVY COUNTY, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter "County"), and NATURE COAST MIDDLE SCHOOL, 6830 NW 140th Street, Chiefland, FL 32626 (hereinafter "School"), and any parent or legal guardian of a student at School who may enter into this Agreement with County and School.

WITNESSETH:

WHEREAS, County operates a transportation department named Levy County Transit (hereinafter "LCT"); and

WHEREAS, School desires to utilize transportation services available through LCT to transport students to and from School's educational facilities at 6830 NW 140th Street, Chiefland, Florida ("Nature Coast Facility"), and County desires to provide those services through LCT; and

WHEREAS, parent(s) or legal guardian(s) of a student(s) attending School (hereinafter "Parent") who have entered into this Agreement desire to have the student(s) transported through the services provided by County under this Agreement and desire to enter into this Agreement and be bound by the terms hereof;

NOW, THEREFORE, based on the premises and the mutual covenants, conditions and considerations hereinafter expressed, the parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and correct and are hereby incorporated into this Agreement.
2. Purpose. The purpose of this Agreement is for County to provide transportation services to School's students, subject to the limitations and requirements contained in this Agreement.
3. Parties to Agreement. County and School and any Parent who signs a signature page attached to a copy of this Agreement shall constitute the parties to this Agreement. County and School shall become parties upon their respective execution of this Agreement. A Parent may elect to and shall become a party to this Agreement and be bound by the terms hereof upon that Parent's execution of a signature page attached to a copy of this Agreement. County and School agree that a Parent may be added as a party to this Agreement at any time during the term hereof without the necessity for individual, original agreement documents to be executed by County and School with each Parent. Original signature pages signed by each Parent that becomes a party to this Agreement, and originals of this Agreement executed by County and School shall be maintained at the offices of both LCT and School for the duration of the term of this Agreement.

4. Duties of County.

(a) County shall transport a minimum number of twenty (20) students from two pick-up points consisting of the Winn Dixie store at 727 West Noble Avenue, Williston, Florida (hereinafter "the Williston pick-up point") and the LCT office at 970 East Hathaway Avenue, Bronson, Florida (hereinafter "the LCT Offices" or "the LCT pick-up point") (both pick-up points may hereinafter collectively be referred to as "the pick-up points"), to the Nature Coast Facility, Monday through Friday of each week during the School's regular school year (herein referred to as a "school week") throughout the term of this Agreement, with the exception of the holidays listed on the attached Exhibit "A" which is incorporated herein by this reference. The transportation vehicles will leave the Williston pick-up point at approximately 7:00 a.m. and the LCT Offices at approximately 7:20 a.m. to transport students to the Nature Coast Facility each day services are provided. The transportation vehicles will leave the Nature Coast Facility to transport students to either the Williston pick-up point or the LCT Offices, whichever is applicable, at approximately 2:20 p.m. on Monday through Friday for each school week services are provided, except that on early release days listed in the attached Exhibit "B" which is incorporated herein by this reference; transportation vehicles will leave the Nature Coast Facility at 12:10 p.m. County shall make its best efforts to deliver students to the Nature Coast Facility by 7:45 a.m. each morning services are provided and to return students to the Williston pick-up point by 3:05 p.m. (12:55 p.m. on early release days) and to the LCT Offices by 2:45 p.m. (12:30 on early release days). County shall not be responsible for students who do not board the proper transportation vehicle at the end of a school day and are transported to a pick-up point that was not the appropriate pick-up point for that student. County shall not be responsible for late arrivals to the Nature Coast Facility or late deliveries of students to either the Williston pick-up point or the LCT Offices that are due to circumstances beyond the control of County.

(b) County's duty to provide transportation services hereunder shall be contingent upon the timely receipt of payment for such services of Seven Dollars (\$7) per student per school day; provided, however, that in no event will School's payment for transportation services be below a minimum of One Hundred Forty Dollars (\$140) per school day regardless of the number of students utilizing such services. In the event County does not receive timely payment for transportation services in accordance with paragraph 5(d) hereof, County shall not be obligated to provide any transportation services under this Agreement for any subsequent school weeks after giving seven (7) days' written notice to School of its intention to terminate services.

(c) County shall have no disciplinary responsibilities for any students either while the students are waiting at the pick-up points to board the transportation vehicles, while the students are riding the transportation vehicles, or after the students have been dropped off at the applicable destination. County shall not provide any supervision of any student at any location before, during or after pick-up or drop-off times under any circumstances.

(d) County shall have no responsibility to confirm that anyone who drops off or picks up a student at the pick-up points has the authority to drop off or pick up that student on behalf of a Parent.

5. Duties of School.

(a) School shall coordinate between County and any Parent who desires to utilize the transportation services provided by County under this Agreement, and between County and any Parent who becomes a party to this Agreement. School shall prepare and provide an application form that meets the requirements of the Director of LCT to each Parent and shall coordinate completion of the application form in order for Parent to receive transportation services for a student. Each student shall be required to complete an application form prior to County performing any transportation services for that student. School shall provide Parents with any information and responses to questions relating to the services provided by County hereunder, shall acquire the signatures of any Parents who wish to become parties to this Agreement, shall maintain an original signature page for each Parent who enters into this Agreement, and shall provide an additional original signature page to County for each Parent who enters into this Agreement. School shall provide any administrative assistance required to any Parent in the operation of this Agreement. In the event there is a Parent who has a question or an issue for which School does not have the information to address, School shall contact the LCT office to acquire the answer or information for the Parent.

(b) In the event of emergency as described in paragraph 7, and the resulting suspension or termination of transportation services by County, School shall be responsible to contact each Parent that is a party to this Agreement to provide for alternate transportation for such Parent's student(s).

(c) School shall keep and maintain all records in connection with this Agreement at School's offices at the Nature Coast Facility, which shall be available for inspection by County during regular business hours.

(d) School shall pay County Seven Dollars (\$7) per school day for each student that uses the transportation services provided by County hereunder; provided, however, that in no event shall payment for any school day be less than One Hundred Forty Dollars (\$140) regardless of the number of students utilizing transportation services for that day. Payments shall be due from School to County within seven (7) days of the date of invoices sent to School by County.

(e) Payments will not be required for non-student attendance days, as listed in the attached Exhibit "A".

(f) County shall have no responsibility for supervision or discipline of any students at any time.

6. Duties of Parent. Any Parent who enters into this Agreement shall have the following duties and responsibilities:

(a) For morning pick-ups at Williston pick-up point: Parent shall bring student(s) to the Williston pick-up point in sufficient time for the student(s) to board the transportation vehicles for departure at the designated time and transport to the Nature Coast Facility for each day transportation services are utilized. Parent shall supervise their student(s) until transportation vehicles depart the Williston pick-up point. Parent shall not leave their student(s) unattended at any time prior to departure of the transportation vehicle from the pick-up point. Parent shall not attempt to drop off any student after 7:15 a.m.

(b) For morning pick-ups at LCT Offices: Parents shall drop off their student(s) between 7:15 a.m. and 7:25 a.m. at the LCT Offices for transport to the Nature Coast Facility for each day transportation services are utilized. Parent shall not drop off any student prior to 7:15 a.m. Parent shall not leave their student(s) unattended at any time prior to departure of the transportation vehicle from the LCT Offices. Parent shall not attempt to drop off any student after 7:25 a.m.

(c) For afternoon pick-ups at the Williston pick-up point: Parents shall pick up their student(s) between 2:30 p.m. and 2:45 p.m., and between 12:15 p.m. and 12:30 p.m. on early release days, at the Williston pick-up point after the student(s) are transported from the Nature Coast Facility to the Williston pick-up point for each day that transportation services are utilized. Parent shall not pick up any student any later than 2:45 p.m., or any later than 12:15 p.m. on early release days

(d) For afternoon pick-ups at the LCT Offices: Parents shall pick up their student(s) between 2:30 p.m. and 2:45 p.m., and between 12:00 p.m. and 12:15 p.m. on early release days, at the LCT Offices after the student(s) are transported from the Nature Coast Facility to the LCT Offices for each day that transportation services are utilized. Parent shall not pick up any student any later than 2:50 p.m., or after 12:20 p.m. on early release days.

(e) Parent shall provide supervision of their student(s) at the Williston pick-up point or the LCT Offices during drop off and pick up waiting periods. Parent may coordinate with School to provide such supervision at the Williston pick-up point or the LCT Offices on Parent's behalf.

(f) Parent acknowledges that anyone Parent sends to drop off or pick up Parent's student(s) at one of the pick-up points has the Parent's full authority to drop off or pick up such student(s) on behalf of Parent. It shall be Parent's responsibility to confirm and monitor that anyone dropping off or picking up Parent's student(s) is authorized by Parent to do so.

(g) In the event Parent has any questions or concerns or other issues regarding the administration or operation of this Agreement, Parent initially will direct its

questions, concerns or other issues directly to School for information, response or resolution. Parent should not initially address County or LCT staff directly with any questions or concerns regarding this Agreement. In the event Parent does not receive the information or response requested of School, then Parent may contact County. County reserves the right, however, to refer Parent to School for final resolution or response.

(h) Parent shall provide any child restraint devices for use in the transportation vehicles for each student that is required to use a restraint device pursuant to Florida law. Parent shall install the restraint device in the transportation vehicle each day that services are required, which installation shall be subject to review and approval by the driver of the transportation vehicle.

(i) Parent shall execute and have Parent's student(s) execute the Rules of Behavior, which is attached hereto and incorporated herein by this reference. Parent shall be responsible for his/her compliance and for Parent's student(s) compliance with all requirements of the Rules of Behavior. In the event there is any non-compliance with the requirements set out in the Rules of Behavior, the County shall have the right to take necessary action to achieve compliance, including but not limited to refusal to transport a student without refund to the Parent for any payments previously made.

7. County's Right to Terminate or Refuse Services. County shall have the right to immediately terminate or refuse transportation services, without refund to School for any payments that School may have made to County for services, upon written or verbal notice to the affected Parent or any person picking up or dropping off the Parent's student(s), at any time upon the occurrence of any of the following:

(a) In the event a Parent does not comply with the pick-up or drop off times for students; or

(b) In the event a student misbehaves or is disruptive at the pick-up points or during transportation at any time; or

(c) Failure of a Parent or student to comply with any of the requirements of the Rules of Behavior.

In addition, County shall have the right to refuse or terminate transportation services to any individual student without cause upon two (2) days' written notice to the student's Parent (which may be provided by delivery to the student), and to School. In addition, County shall have the right to terminate transportation services without cause under this Agreement upon thirty (30) days' written notice to School.

In addition, in the event of emergency caused by natural disaster, impending hurricane, or other inclement weather, or other emergency declared by the Emergency Operations Department of County or any other authorized County official or

representative, or by the State of Florida or any of its authorized officials, agencies or departments, or by the federal government or any of its authorized officials, agencies or departments, or other emergency circumstances beyond the control of County, County may suspend or terminate transportation services immediately upon verbal communication with School. In such event, School shall make its best efforts to contact each Parent to provide alternate transportation for such Parents' students.

8. Term/Termination. The term of this Agreement shall begin midnight August 10, 2016, and shall continue until midnight May 26, 2017. In the event a Parent enters into this Agreement subsequent to the beginning of the term, the beginning of the term as it relates to that Parent shall be the date the Parent executes a signature page entering into this Agreement.

9. Notices. In the event either party hereunder desires or is required to provide any notice to another party that is not a verbal notice or communication of termination or refusal of service addressed in paragraph 7 hereof, the party desiring or required to provide such notice shall provide it in writing, send it by personal delivery or by certified mail, return receipt request, postage prepaid, to the other party at the address listed below:

If to County: County Coordinator
P.O. Box 310
355 South Court Street
Bronson, FL 32621

With a copy to: Levy County Transit
P.O. Box 310
970 East Hathaway Avenue
Bronson, FL 32621

If to School: Nature Coast Middle School
6830 NW 140th Street
Chiefland, FL 32626

If to Parent: At the address provided on the Parent's signature page

10. Indemnification. In consideration of ten dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, School shall indemnify, save and hold harmless County and all of its officers, agents, employees or volunteers from all suits, actions, claims, demands and liability of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by School or any Parent, or either of their subcontractors, agents, employees, students (or, in the case of Parent, children or wards), or volunteers, or due to any negligent act, or occurrence of omission or commission of School or any Parent, or either of their subcontractors, agents, employees, students (or, in the case of Parent, children or wards), or volunteers. Neither School nor any of its subcontractors, agents, employees, students or volunteers

will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, employees or volunteers.

In consideration of ten dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, Parent shall indemnify, save and hold harmless County and all of its officers, agents, employees or volunteers from all suits, actions, claims, demands and liability of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by School or Parent, or either of their subcontractors, agents, employees, students (or, in the case of Parent, children or wards), or volunteers, or due to any negligent act, or occurrence of omission or commission of School or Parent, or either of their subcontractors, agents, employees, students (or, in the case of Parent, children or wards), or volunteers. Neither Parent nor any of its subcontractors, agents, employees, students (or, in the case of Parent, children or wards), or volunteers will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, employees or volunteers.

11. Entire Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

12. Modification of Agreement. No modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. Waivers. One or more waivers by either party of any breach of any provision, term, condition or covenant of this Agreement shall not be construed as a waiver of a subsequent breach by the other party.

14. Florida Law. This Agreement shall be governed and construed in accordance with Florida law. The parties agree that in the event of any litigation arising out of any alleged breach or nonperformance of this Agreement, the venue for such litigation shall be in Levy County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA

John Meeks, Chair

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

Danny J. Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Anne Bast Brown

Anne Bast Brown, County Attorney

NATURE COAST MIDDLE SCHOOL

By: _____
Title: _____
Date: _____

PARENT CONSENT AND ENTRY INTO AGREEMENT

The undersigned Parent acknowledges that he/she has read the foregoing attached Agreement and agrees to comply with and be bound by the provisions thereof. Parent acknowledges that he/she desires to acquire transportation services from County to the Nature Coast Facility for Parent's student(s) to attend School pursuant to the provisions of the attached Agreement. The Parent acknowledges that he/she has signed this signature page with the intent of entering into the Agreement as a party as of the date Parent signs this signature page.

(If two custodial Parents, both should sign)

Parent
Printed Name: _____
Date: _____
Address: _____

Telephones:
Home: _____
Business: _____
Cell: _____

Parent
Printed Name: _____
Date: _____
Address: _____

Telephones:
Home: _____
Business: _____
Cell: _____

Exhibit "A"
School Holidays

August 10, 2016	First Day of School
September 5, 2016	Labor Day
October 10, 2016	Teacher Workday
November 11, 2016	Veteran's Day
November 21-25, 2016	Thanksgiving Holidays
December 21, 2016 -	Christmas Break
January 2, 2017	
January 3, 2017	PD Day (no students)
January 16, 2017	Martin Luther King Day
February 20, 2017	President's Day
March 13-17, 2017	Spring Break
March 20, 2017	Teacher Workday
April 14, 2017	Good Friday
April 17, 2017	PD Day (no students)
May 26, 2017	Last Day of School

Exhibit "B"
Early Release Days

September 21, 2016	Early Release Day
October 26, 2016	Early Release Day
December 16, 2016	Early Release Day
December 19-20, 2016	Early Release Day
January 25, 2017	Early Release Day
February 8, 2017	Early Release Day
April 26, 2017	Early Release Day
May 17, 2017	Early Release Day
May 24-26, 2017	Early Release Days
May 26, 2017	Last Day of School

Rules of Behavior

This document contains rules for all students riding a Levy County Transit bus to and from school and their parents. Levy County Transit's goal is to provide transportation with safety being of the utmost importance.

As a Parent (as defined in the Agreement for Levy County transportation services), you are responsible for your child's behavior to and from school. You are also responsible to pick up and drop off your student(s) in a timely manner. Levy County Transit drivers and employees have dealt with students' behavior issues and Parents' failure to adhere to the pickup and drop off times in the past. Students frequently misbehave in the Levy County Transit office, eat and drink without cleaning up, damage the buses which have required costly repair, fight, use foul language and other disrespectful behavior, remove seatbelts, and other damaging and unsafe behavior. Parents attempt to drop off students early and pick up students as late as 4:00 p.m. on a regular basis. A variety of the activities that have caused problems are addressed with these Rules. These activities will no longer be tolerated.

Parents and students must adhere to the following in order to use Levy County Transit's transportation services to and from school:

1. Students must not arrive prior to 7:05 a.m. at the Levy County Transit office for departure to school.
2. Students must be picked up within 10 minutes of arriving to the Levy County Transit office after school (pickup by 2:55 p.m. regular school days; 12:40 p.m. early release days).
3. No horseplay or playing on office furniture.
4. No eating or drinking in Levy County Transit office.
5. All students will respect the Levy County Transit drivers. When the driver gives instructions to students, each student must follow those instructions without argument or backtalk.
6. No bullying.
7. No yelling or loud talking or talking to others across the bus.

8. No foul language.
9. No horseplay or fighting or physical contact of any form. Students must keep their hands to themselves.
10. No eating or drinking at the Levy County Transit office or on the bus. Food or drink that is not in a lunch box or backpack will not be allowed on the bus. Food or drink in a lunch box or backpack must not be removed from the lunch box or backpack.
11. Seatbelts must be worn at all times, which includes the shoulder strap.
12. No throwing items.
13. Windows are not to be opened.
14. Items not allowed on bus: Speakers for music, skateboards, basketballs, footballs, soccer balls and anything that could become a hazard.
15. Earbuds must be worn at all times when listening to music and volume kept down.
16. Driver may choose to hold onto any item that may be considered a danger, until destination is reached.
17. Bus will not stop for riders once it has left for destination.
18. Property damage to bus will be responsibility of the parent/guardian. Levy County Transit has had to have many seats recovered due to slicing and holes being punched in the back of seats by students. There are cameras located on bus and video will be reviewed to determine who is responsible. The parent of the responsible student will be responsible for the expense of repairs.

As provided in the Agreement, Levy County shall have the right to immediately terminate or refuse transportation services to a student, without refund to a parent or the school for any payments that may have made to County for services, upon written or verbal notice to the affected Parent or any person picking up or dropping off the Parent's student(s), at any time upon the occurrence of any of the following:

(a) In the event a Parent does not comply with the pick-up or drop off times for students; or

(b) In the event a student misbehaves or is disruptive at the pick-up points or during transportation at any time.

(c) Failure to comply with any of the requirements of these Rules of Behavior.

Student:

Printed Name: _____

Signature: _____ Date: _____

Parent:

Printed Name: _____

Signature: _____ Date: _____

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:

MATT WELDON, DIRECTOR - PARKS & RECREATION - 486-5127

2. MEETING DATE:

07/19/2016

3. REQUESTED MOTION/ACTION:

Parks & Recreation - Matt Weldon, Director
 Request approval of Renewal Lease with the Bureau of Public Land Administration - Cedar Key Dock.

4. Agenda Presentation

Time Requested: 10

minutes

(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)

RENEWAL OF SUBMERGED LAND LEASE FROM MARCH 24, 2016 THRU MARCH 24, 2021 WITH DIVISION OF STATE LANDS, STATE OF FLA DEPT OF ENVIRONMENTAL PROTECTION. GRANTING USE OF PROPERTY KNOWN AS CEDAR KEY "BIG" DOCK, A PARCEL OF SOVEREIGNTY SUBMERGED LAND IN THE GULF OF MEXICO, LEVY COUNTY, FLORIDA.

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

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

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

8. COMMISSION ACTION:

APPROVED

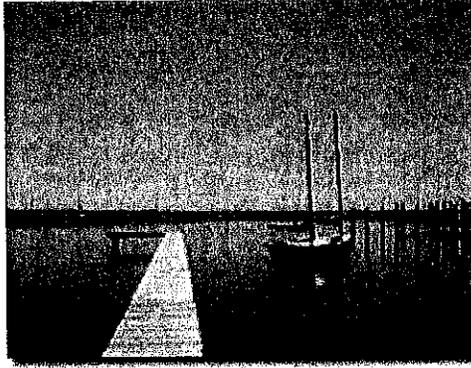
DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

Sovereignty Submerged Lands

Sovereignty submerged lands include, but are not limited to, tidal lands, islands, sandbars, shallow banks and lands waterward of the ordinary or mean high water line, beneath navigable fresh water or beneath tidally-influenced waters.



A dock extends into Biscayne Bay in Miami

The State of Florida acquired title to sovereignty submerged lands on March 3, 1845, by virtue of statehood.

Sovereignty submerged lands include all submerged lands, title to which is held by the Board of Trustees (Governor and Cabinet) of the Internal Improvement Trust Fund.



Lease Payment

Application processing for the use of sovereignty submerged lands begins at either the DEP District or Water Management District Offices.

The Submerged Lands Section then prepares the submerged land leases and easements. This includes term renewals, modifications and assignment to new upland owners.

The Florida Clean Marina Program is designed to bring awareness to marine facilities and boaters regarding environmentally friendly practices intended to protect and preserve Florida's precious natural environment. Marinas, boatyards and marine retailers receive Clean designations by demonstrating a commitment to prescribed Best Management Practices.

Rules Governing Sovereignty Submerged Lands

The rules that govern sovereignty submerged lands include:

Rule 18-18, F.A.C. - Biscayne Bay Aquatic Preserve

Rule 18-20, F.A.C. - Florida Aquatic Preserves

Rule 18-21, F.A.C. - Sovereignty Submerged Lands Management

Penalties for violation of the above rules are found in Rule 18-14, F.A.C. - Administrative Fines for Damaging State Lands or Products Thereof.

This Instrument Prepared By:
Christopher Crenshaw
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 380346642

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Levy County, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 32,
Township 15 South, Range 13 East, in the Gulf of Mexico,
Levy County, Florida, containing 55,321 square feet, more or less,
as is more particularly described and shown on Attachment A, dated February 20, 2009.

TO HAVE THE USE OF the hereinabove described premises for a period of from March 24, 2016, the effective date of this lease renewal, through March 24, 2021, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. **USE OF PROPERTY:** The Lessee is hereby authorized to operate a 16-slip docking facility and fishing pier with a non-water dependent structure to be used exclusively for temporary mooring only during extreme storm/weather events, fishing and passive recreation in conjunction with an upland parking area, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveboards as defined in paragraph 25 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Environmental Resource Permit Exemption No. 38-270958-001-EE, dated November 8, 2006, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. **AGREEMENT TO EXTENT OF USE:** This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit exemption referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. **SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS:** Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. **EXAMINATION OF LESSEE'S RECORDS:** The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. **MAINTENANCE OF LESSEE'S RECORDS:** The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any renewals plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. **PROPERTY RIGHTS:** The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. **INTEREST IN RIPARIAN UPLAND PROPERTY:** During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. **ASSIGNMENT OF LEASE:** This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Levy County, Florida
P.O. Box 310
Bronson, Florida 32621

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

28. SPECIAL LEASE CONDITION: Should more than 50 percent of a non-conforming structure included in this lease fall into a state of disrepair or be destroyed as a result of any natural or manmade force, the Lessee shall bring the entire structure into full compliance with the current administrative rules of the Lessor. This provision shall not be construed to prevent routine repair.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

Original Signature

(SEAL)

Print/Type Name of Witness

BY: _____

Cheryl C. McCall, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida

Original Signature

Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

[Signature] 6/20/16
DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

Levy County, Florida (SEAL)
By its Board of County Commissioners

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

John Meeks
Typed/Printed Name of Executing Authority

Original Signature

Commission Chair
Title of Executing Authority

Typed/Printed Name of Witness

“LESSEE”

STATE OF _____

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

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by John Meeks as Commission Chair, for and on behalf of the Board of County Commissioners of Levy County, Florida. He is personally known to me or has produced _____ as identification.

My Commission Expires:

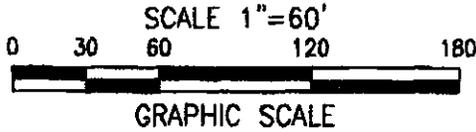
Signature of Notary Public

Notary Public, State of _____

Commission/Serial No.

Printed, Typed or Stamped Name

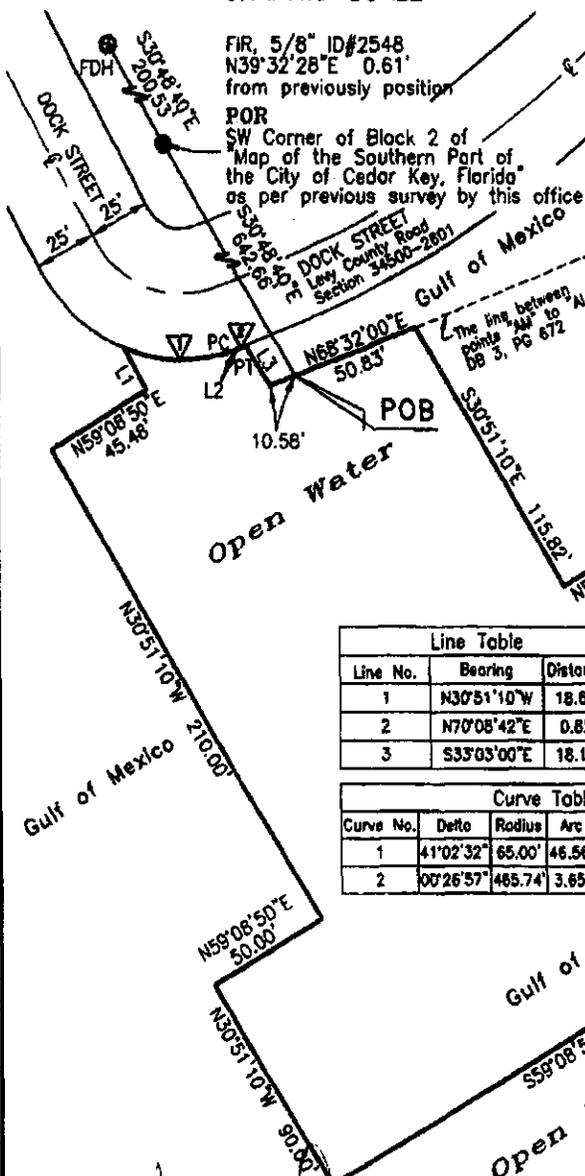
BOUNDARY SURVEY for: LEVY COUNTY COMMISSION
IN: Section 32, Township 15 South, Range 13 East



DESCRIPTION:

A portion of Section 32, Township 15 South, Range 13 East, Levy County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southwest corner of Block 2 of "Map of the Southern Part of the City of Cedar Key, Florida" subdivision as recorded in Plat Book 1, page 3 of the Public Records of Levy County, Florida; Thence run S30°48'40"E, along a Southerly projection of the Easterly right-of-way line of "C" Street as shown on said plot, a distance of 642.65 feet more or less to an intersection with the Southerly line of that parcel described in Deed Book 3, page 672 of the Public Records of Levy County, (said line being referred to as the line from Point "AL" to Point "AM" in said deed) and the POINT OF BEGINNING; thence N68°32'00"E, along said Southerly line of said parcel described in Deed Book 3, page 672, a distance of 50.83 feet; thence S30°51'10"E, 115.82 feet; thence N59°08'50"E, 50.00 feet; thence S30°51'10"E, 150.00 feet; thence S59°08'50"W, 250.00 feet; thence N30°51'10"W, 90.00 feet; thence N59°08'50"E, 50.00 feet; thence N30°51'10"W, 210.00 feet; thence N59°08'50"E, 45.48 feet; thence N30°51'10"W, 18.81 feet to an intersection with the Southwesterly right-of-way line of Levy County Road Section No. 34500-2601 and a point on a non-tangent curve, concave northerly and having a radius of 65.00 feet; thence southeasterly along the arc of said right-of-way curve 46.56 feet through a central angle of 41°02'32", said curve having a chord bearing of S89°20'02"E, a distance of 45.57 feet to the point of tangency; thence N70°08'42"E, along said right-of-way line, a distance of 0.82 feet to the point of curvature of a right-of-way curve concave northerly and having a radius of 465.74 feet; thence easterly along the arc of said right-of-way curve a distance of 3.65 feet through a central angle of 00°26'57", said curve having a chord bearing of N65°55'14"E, a distance of 3.65 feet; thence S33°03'00"E departing from said right-of-way line, a distance of 18.13 feet to an intersection with the line from Point "AM" to Point "AL" as referred to in Deed Book 3, page 672; thence N68°32'00"E, a distance of 10.58 feet to the POINT OF BEGINNING.
 Containing 1.27 Acres, more or less.



Line Table		
Line No.	Bearing	Distance
1	N30°51'10"W	18.81'
2	N70°08'42"E	0.82'
3	S33°03'00"E	18.13'

Curve Table					
Curve No.	Delta	Radius	Arc	Chord Bearing	Chord
1	41°02'32"	65.00'	46.56'	S89°20'02"E	45.57'
2	00°26'57"	465.74'	3.65'	N65°55'14"E	3.65'

NORTH EAST DISTRICT RECEIVED
 FEB 23 2009
 NORTH
 09 - 11:23 AM NO. PM 131

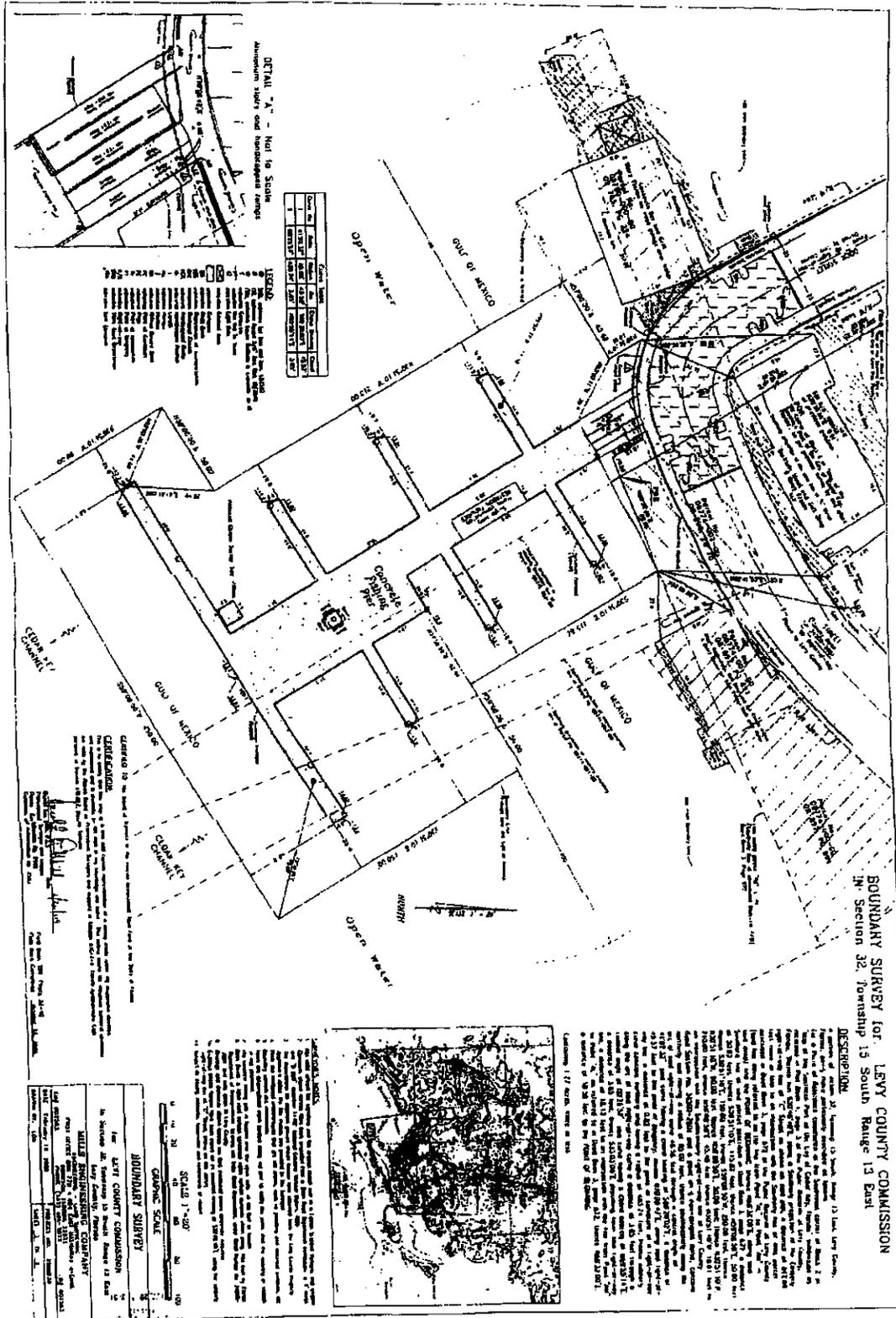
LEGEND:

- FIR, indicates Found 5/8" Iron Rod, ID#2548
- ⊙ FDH, indicates Found Drillhole in concrete, no ID
- DB indicates Deed Book
- PG indicates Page

Field Book 209, Pages 32-40
 Field Work Completed: October 28, 2008

Harold Lee Mills 2/20/09
 Harold Lee Mills, P.L.S. Date:
 Professional Surveyor and Mapper
 Florida Certification No. 2979
 Certificate of Authorization No. 2583

MILLS ENGINEERING COMPANY	
ENGINEERING - LAND SURVEYING	
604 East Hathaway Avenue - Post Office Box 778 BRONSON, FLORIDA 32621 Telephone: (352) 486-2872	
DATE: February 19, 2009	PROJECT NUMBER: 2008038
DRAWN BY: LDN	SHEET 1 of 2



DB 55
131

DEED

THIS INDENTURE, Made this 27th day of April, A. D. 1954, between H. B. ROGERS and wife, MAY ROGERS, whose address is Cedar Key of the County of Levy and State of Florida, parties of the first part, and LEVY COUNTY, a political subdivision of the State of Florida, party of the second part,

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Ten (\$10.00) dollars and other valuable consideration to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and transferred, and by these presents do grant, bargain, sell, and transfer unto the said party of the second part, and its successors and assigns forever, all that certain parcel of land lying and being in Cedar Key, County of Levy and State of Florida, more particularly described as follows to-wit;

Beginning at a point on the south side of the intersection of a southerly extension of C street in the town of Cedar Key and the old Seaboard Air Line Railway Company's 16 foot track described in Deed Book 30, page 136, Public Records of Levy County, Florida, run in a southerly direction on the easterly side of C street extended 35 feet; thence at a left angle to C street extended 35 feet easterly; thence at a left angle 35 feet northerly; thence 224 feet east; thence at a left angle 5 feet, more or less, in a northerly direction to the south side of the said old Seaboard Air Line Railway property described in Deed Book 30, page 136, and thence westerly along the south boundary of said old Seaboard Air Line Railway property a distance of 259 feet, more or less, to the point of beginning.

The aforesaid description is contained in, and is a part of, the following described real property, to-wit:

-/-

Beginning at a point 1100 feet, more or less, south-westerly from the intersection of the south line of second street with the center of the main track of the Florida Railway as originally constructed and 6 feet, more or less, southerly measured radially from the center of the wharf track formerly owned by the Seaboard Air Line Railway Company at said Cedar Key, and running thence in a southwesterly direction for a distance of 68 feet, more or less, to a point that is 8 feet southerly measured radially from the center of the said wharf track; thence in a southerly direction for a distance of 69 feet; thence at right angles in an easterly direction for a distance of 63 feet; thence at right angles in a northerly direction for



a distance of 95 feet to the point of beginning; containing 5,166 square feet and being a portion of that certain submerged area which was conveyed by Cedar Key Town Company to the Seaboard Air Line Railway Company by deed dated July 22, 1909, recorded in Deed Book 3, page 672, records of said Levy County; said track of said land being occupied by a fish house on pile foundation used at present by the Union Fish Company. Recorded in Deed Book 49, page 314, Public Records of Levy County, Florida, AND

-B-

Beginning at the intersections of a southeasterly extension of the easterly line of C street with Railways southerly property line; running thence in a northeasterly direction along said property line for a distance of 190 feet, more or less, to a point in a southeasterly extension of H. B. Rogers' west line, thence at right angles in a southeasterly direction along the westerly line of that certain parcel of submerged land conveyed to H. B. Rogers by Seaboard Air Line Railway Company, et al by deed dated March 7, 1934 to a point radially and southern from center line of the wharf track; thence in a southwesterly direction by a curved line concentric with said wharf track for a distance of 200 feet, more or less, to a point in said southeasterly extension of easterly line of C street; thence in a northwesterly direction along said extension of C street for a distance of 50 feet, more or less, to the point of beginning; containing 12,350 square feet, more or less, at Cedar Key, Fla. Recorded in Deed Book 49, page 599, Public Records of Levy County Florida.

It is the intent of the grantors herein to convey to the said County of Levy all of that parcel of land now occupied by the public dock in Cedar Key, Florida, presently maintained by said Levy County, which is situated on and upon the aforesaid real property of the grantors.

TOGETHER with all the tenements, hereditaments, and appurtenances, with every privilege, right, title, interest, and estate, dower and right of dower, reversion, remainder, and easement thereto belonging or in any wise appertains TO HAVE AND TO HOLD the same in fee simple forever.

And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of the said premises, that they are free from all incumbrances, and that they have good right and lawful authority to sell the same; and the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year above written.

H. B. Rogers (SEAL)
H. B. Rogers

Signed, sealed, and delivered
in our presence:

May Rogers (SEAL)
May Rogers

Engene D. Shaw
Notary Public

STATE OF FLORIDA
COUNTY OF LEVY

I HEREBY CERTIFY, That on this 27th day of April, A. D. 1954 before me personally appeared H. B. Rogers and wife, May Rogers to me known to be the persons described in and who executed the foregoing conveyance to Levy County, a political subdivision of the State of Florida, and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned; and the said May Rogers, the wife of the said H. B. Rogers, on a separate and private examination taken and made by and before me, and separately and apart from her said husband, did acknowledge that she made herself a party to the said Deed for the purpose of renouncing, relinquishing, and conveying all her right, title, and interest, whether of dower or of separate property, statutory or equitable, in and to the lands therein described, and that she executed said deed freely and voluntarily and without any constraint, fear, apprehension, or compulsion of or from her said husband.

WITNESS my signature and official seal at Cedar Key in the County of Levy and State of Florida, the day and year last aforesaid.

Engene D. Shaw (SEAL)
Notary Public, State at Large,
my commission expires this 29
day of April, 1957



70717
Filed in the office of the Clerk of the Circuit
Court of the County of Levy, State of Florida
on the 27
day of April, A. D. 1954
and recorded in Book 2000 of 2000
on page
Witness my hand and seal this 27th day of April, 1954
James H. Phillips
Clerk of the Circuit Court
James H. Phillips



Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:
 PLANNING DEPARTMENT 352-486-5405

2. MEETING DATE:
 July 19, 2016

3. REQUESTED MOTION/ACTION:

Planning Department staff respectfully requests the board set a date for a public hearing on the "transmittal" of Comprehensive Plan amendments to Florida Department of Economic Opportunity.

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 BUDGET OFFICER APPROVAL DATE

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

Florida statute requires every comprehensive plan to be updated every seven (7) years. The deadline for Levy County to "Transmit" our proposed amendments to the Florida Department of Economic Opportunity is **December 1, 2016**. At this time, staff plans to take the proposed amendments to a public hearing with the Levy County Planning Commission on **October 3, 2016**.

Staff requests the Board set a public hearing date to occur sometime after the Planning Commission's regular October 3, 2016 public hearing meeting. Regular Board meetings fall on **October 18th, November 8 or November 22nd**.

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

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

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

*Levy County Board of County Commissioners
Agenda Item Summary*

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

2. **MEETING DATE:**
July 19, 2016

3. **REQUESTED MOTION/ACTION**

A) TERMINATE TROPICAL STORM COLIN LOCAL STATE OF EMERGENCY DECLARATION.

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

BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)
TO CLOSE THE TROPICAL STORM COLIN EMERGENCY DECLARATION OUT OFFICIALLY.

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES <u>X</u> NO	YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO

7. **COMMISSION ACTION:**

___ APPROVED

___ DENIED

___ DEFERRED DATE TO BRING BACK:

___ OTHER SPECIFY:

**EMERGENCY DECLARATION
2016-040**

WHEREAS, the Levy County Board of County Commissioners has approved or ratified Emergency Declaration Numbers 2016-033 and 2016-038 declaring a local state of emergency based upon conditions surrounding Tropical Storm Colin; and

WHEREAS, conditions surrounding Tropical Storm Colin no longer pose a threat to Levy County; and

WHEREAS, the Emergency Management Department has recommended that the emergency declaration may now be rescinded; and

WHEREAS, the Chair of the Board of County Commissioners has determined that the threat of damage which gave rise to the adoption of the above-mentioned emergency declarations no longer exists.

NOW, THEREFORE, it is hereby ordered that:

Emergency Declaration Numbers 2016-033 and 2016-038 establishing and extending a local state of emergency are hereby terminated and shall have no further effect.

DONE AND ORDERED this 19th day of July, 2016.

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

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

John Meeks, Chairman

Danny J. Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Anne Bast Brown, County Attorney

*Levy County Board of County Commissioners
Agenda Item Summary*

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

DEPARTMENT OF PUBLIC SAFETY

2. MEETING DATE:

July 19, 2016

3. REQUESTED MOTION/ACTION:

Department of Public Safety is requesting approval from the Board to renew the service agreement with Replay Systems Inc. in the amount of \$8,248.00 for the recorder for the ICOM radio system.

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

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

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

Department of Public Safety is requesting approval from the Board to renew the service agreement with Replay Systems Inc. in the amount of \$8,248.00 for the recorder for the ICOM radio system.

These funds will come from the Communications Budget.

DEPARTMENT DIRECTOR	BOCC CHAIR	OTHER - FINANCE	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES <u>X</u> NO	YES ___ NO	YES <u>X</u> NO	YES ___ NO	YES ___ NO	YES <u>X</u> NO

7. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED DATE TO BRING BACK:
- OTHER SPECIFY:



Replay Systems, Inc.
6555 N. Powerline Rd., Suite 105
Ft. Lauderdale, FL 33309
(954)-267-9199 Phone

Invoice

Date	Invoice #
6/24/2016	127959

Bill To
Levy County Sheriff's Office Attn: Mike West 9150 NE 80th Ave. Bronson, FL 32621

Ship To
Levy County Sheriff's Office 9150 NE 80th Ave. Bronson, FL 32621

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net Due		6/24/2016			

Quantity	Item Code	Description	Price Each	Amount
1	VPI - Service	Capture Express Voice Logging Recorder Gold Service Agreement Terms: 08/12/16 - 08/11/17 Contract #: RPL-SA3-13-0189 Per Gold Service 2016-2017 quote dated 02/24/16 Includes 2U Server and KVM added to system on 3/18/15 Sales Tax	8,248.00 0.00	8,248.00T 0.00

Unless otherwise noted, standard terms and conditions apply	Payments Applied	\$0.00
	Balance Due	\$8,248.00

Please make all checks payable to Replay Systems, Inc. and Remit to the address at upper left of this form.

Wire Transfer Bank Information:
Bank of America
Account #: 3871447760 Routing #: (Paper: 063000047), (Electronic: 063100277), (Wire: 026009593)
Swift Code: BOFAUS3N

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

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

ROAD/BRIDGE- ALICE LALONDE X3358

2. MEETING DATE:

7/19/16

3. REQUESTED MOTION/ACTION:

Request permission to amend PO 31755 for the purchase of an Eager Beaver Paver Special Trailer to increase from \$62,468.00 to \$67,678.00 for the correct ramps.

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 permission to amend PO 31755 from \$62,468.00 to \$67,678.00. Due to a communication error with the sales representative with Beard Equipment, the wrong ramps were not included on the first quoted price on PO 31755 and we would like permission to correct the price to include the ramps that were originally requested. (The price difference is \$5,210.00)

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:

LEVY COUNTY COMMISSIONERS

355 SOUTH COURT STREET ST
BRONSON FL 32621

PURCHASE ORDER: 31755

Page: 1 of 1

***** VENDOR *****

JOHN DEERE FINANCIAL FSB
JOHN DEERE FINANCIAL POWER PLAN
21310 NETWORK PL
CHICAGO IL 60673-1213

***** DELIVER TO *****

ROAD DEPARTMENT

Ordered	Due By	Ship Via	FOB	Terms	Customer No	By
05/17/16	09/30/16			DUE ON RECEIPT		ASHLEY

Requisition No	Vendor No	Vendor Phone	Vendor Fax	Vendor Contact
RD001386	164420-1			

No.	Quantity	U/M	Description	Unit Price	Extended	G/L Account
1	1.00	0	2016 EAGER BEAVER *QUOTE #13243333-STATE BID* **BOCC APPROVED 5/17**	62,468.0000	62,468.00	101-0310-541-64010
				** TOTAL **	62,468.00	

VENDOR INSTRUCTIONS:

1. Mail Invoices to: LEVY COUNTY COMMISSIONERS
ATTN: FINANCE DEPT.
355 SOUTH COURT STREET
BRONSON, FL 32621
2. Invoices and Packages must bear the P.O. No. Above.
Purchases may not exceed the total amount of this
order without prior approval by the Finance Department
4. Acceptance of this order includes acceptance of all terms,
prices, delivery instructions, specifications and conditions.
5. State Tax Exempt#: 85-8012622201C1 EIN: 59-6000717
6. If you have questions, please call 352/486-5272.

SPECIAL INSTRUCTIONS:

DEPARTMENT HEAD

Quote Summary

Prepared For:
 LEVY COUNTY BOCC
 Po Box 336
 Bronson, FL 32621
 Business: 352-486-5557

Prepared By:
 MARK LITHERLAND
 Beard Equipment Company
 7398 Nw 44 Ave
 Ocala, FL 344822218
 Phone: 352-732-4646
 mlitherland@beardequipment.com

Quote Id: 13243333
Created On: 28 April 2016
Last Modified On: 12 July 2016
Expiration Date: 30 September 2016

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2016 EAGER-BEAVER 35GSL-PT- BR 35TON PAVER SPECIAL - 112SMZ517GL081156	\$ 62,468.00	\$ 67,678.00 X	1 =	\$ 67,678.00
Equipment Total				\$ 67,678.00

Quote Summary

Equipment Total	\$ 67,678.00
SubTotal	\$ 67,678.00
Total	\$ 67,678.00
Balance Due	\$ 67,678.00

Salesperson : X _____

Accepted By : X _____

**COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA**



GOVERNMENT
SERVING
CITIZENS

John Meeks
District 1

Rock Meeks
District 2

Mike Joyner
District 3

Lilly Rooks
District 4

Danny Stevens
District 5

AGENDA

Budget Workshop July 19, 2016

Call to Order
Invocation
Pledge to Flag

11:00 a.m. - Clerk of Court and Comptroller's Office
- Sheila Rees and Jared Blanton
- Budget overview

*Any additional matter to be brought before the Board

Adjourn

