Levy County Board of County Commissioners

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:	***2. MEETING DATE:***
Transportation/Connie Conley/Director	August 2, 2016

3. *REQUESTED MOTION/ACTION:*

Requesting Board Approval of Resolution and Application for the Shirley Conroy Rural Area Capital Assistance Program Grant.

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 for Resolution 2016-047 and RCAP Grant Application for one 23' Ford bus. Applying for REDI waiver for the 10% Local Match. Total Project Cost $77,879.00 to replace a bus that is 7 years old with 335,492 miles.

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_X__ NO ___	YES_____ NO ___	YES_____ NO___	YES_____ NO ___	YES_X_ NO_____	YES_____ NO___

7. *COMMISSION ACTION:*

___ APPROVED

___ DENIED

___ DEFERRED DATE TO BRING BACK:

___ OTHER SPECIFY:

Levy County Board of County Commissioners

Levy County Transit

2016/2017

Shirley Conroy Rural Area Capital Assistance Program Grant Application

EXHIBIT A

Commission for the Transportation Disadvantaged
Grant Application Form for
the Shirley Conroy Rural Area
Capital Assistance Program Grant

1. DATE SUBMITTED: August 8, 2016
2. LEGAL NAME OF APPLICANT: Levy County Board of County Commissioners/Levy County Transit
3. FEDERAL IDENTIFICATION NUMBER: 59-6000717
4. REMITTANCE ADDRESS: P.O. Box 310
5. CITY AND STATE: Bronson, FL ZIP CODE: 32621
6. CONTACT PERSON FOR THIS GRANT: Connie Conley
7. PHONE NUMBER: 352-486-3485 FAX NUMBER: 352-486-3312
8. E-MAIL ADDRESS: conley-connie@levycounty.org
9. PROJECT LOCATION [County(ies)]: Levy
10. PROPOSED START DATE: September 2016 ENDING DATE: June 30, 2017
11. ESTIMATED PROJECT FUNDING REQUESTED:

    Grant Funds $ 77,879.00

    Local $ **0.00 REDI Waiver**

    TOTAL $ 77,879.00

12. I hereby certify that this document has been duly authorized by the governing body of the applicant, and the applicant intends to complete the project, and to comply with any attached assurances if the assistance is awarded.

John Meeks Board Chairman
TYPED NAME OF AUTHORIZED REPRESENTATIVE AND TITLE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

August 2, 2016
DATE

13. **Local Coordinating Board Approval**

I hereby certify that this grant has been reviewed in its entirety by the

Levy County Coordinating Board.

COORDINATING BOARD CHAIRPERSON'S SIGNATURE

August 2, 2016
DATE

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

EXHIBIT B

PROPOSED PROJECT FUNDING

I. Project Description and Cost – Include a copy of the TRIPS vehicle order form used to determine price or quote received for other capital equipment to document cost.

Capital equipment - **Prioritize based on need.**
If vehicle, specify type of vehicle and fuel type
(gas, diesel, alternative)

1. One 23' Gas Ford Turtle Top: 10 seats w/ 2 wheelchair Positions to include Wheelchair lift and 4 cameras $ 77,879.00

2. $_____

3. $_____

Total Project Cost $ 77,879.00

II. Funding Participation

A.	Transportation Disadvantaged Trust Funds	(90%) *	$77,879.00
B.	Local Match	(10%) *	$REDI
C.	**Total Project Cost**		**$77,879.00**

* If REDI, include 100% of the total project cost on the Transportation Disadvantaged Trust Funds line and "REDI" on the Local Match line.

EXHIBIT C

SCOPE

Who:
Levy BOCC/Levy County Transit became the CTC in 1993 and has provided all transportation needs to county residents who have a need. Many of the residents that utilize the service are elderly, disabled and or low income. It is projected that the population for the age 65+ will increase dramatically over the next 5 years. The need for transportation for this age group is expected to increase during the years to come. Many have vehicles and can get around town locally however many are either unable to drive in a busy city such as Gainesville or have appointments that they are unable to drive themselves. Applications are mailed daily to those seeking to use the transportation services provided by Levy County Transit.

What:
Levy BOCC/Levy County Transit is in need of replacing a 2009 bus with 8 seats and 2 wheelchair positions. The current mileage on this bus is 335,492. A replacement bus would be a 23' gas Ford Turtle Top bus with 10 seats and 2 wheelchair positions, 4 cameras and a passenger seat up front next to the driver. Of the 10 seats, 6 of those will be foldaway for extra room when loading wheelchairs. Having the passenger seat up front is a necessity when training new drivers. Current bus inventory has cameras to help with safety concerns, accidents and training. Costs associated with the older bus will be reduced with a replacement.

Where:
Levy County is a rural county of approximately 1118 square miles with a population of approximately 39,832 as of July 1, 2015 census.
The service area that trips are provided on a daily basis include Gainesville, Trenton and Levy County. Trips provided from the outlying areas such as Cedar Key, Yankeetown and Inglis exceed 50 miles per trip. Most medical trips provided out of Yankeetown and Inglis are taken to facilities south of Levy County such as Dunnellon, Lecanto and Crystal River. Due to the large area that makes up the county, many miles are driven each day to provide these trips.

When:
The bus will be ordered immediately upon notification of award. As soon as the new bus is delivered, inspected and all signage is placed on bus it will be placed into service. This is usually within 5 working days of delivery. Currently trips are provided Monday-Friday and on all holidays with the exception of Thanksgiving Day and Christmas Day. For life sustaining trips that would fall on these holidays, service is then provided on Saturday or Sunday depending on the scheduling of the medical facilities.

How:
The bus will be ordered and purchased from Alliance Bus Group, through TRIPS. Levy County is a REDI county, therefore the REDI Waiver is being requested for local match. The agency is primarily dependent on grants, Med-waiver, SREC, private pay, advertising and private school funds.

Why:
The buses at Levy County Transit put between 250 and 320 miles per day. At least twelve buses are on the road daily to provide trips. Given the size of the county and the fact that many of trips are out of county attributes to the many miles driven each day. TD Trips make up the majority of trips provided in our county. Currently out of the 13 para-transit buses in the fleet, 6 of those have between 225,000 to 384,462 miles and range in age from 5 to 10 years old. The costs associated in keeping these buses in good running condition continue to escalate. Replacing and putting the older buses into reserve will drastically reduce operational costs. Efforts continue through events in the county to bring awareness of the services provided under the Transportation Disadvantage Program to increase trips.

Status of 2014/2015 and 2015/2016 Grants:
2014/2015: Purchased one 2015 Turtle Top Vanterra XLT in the amount of $79,380 paid by RCAP under the REDI Waiver at 100%.

2015/2016: Purchased one 2016 Turtle Top Odyssey in the amount of $73,259.00 paid by RCAP under the REDI Waiver at 100%.

Both buses are in service daily.

RESOLUTION
2016-047

A RESOLUTION OF LEVY COUNTY, FLORIDA, AUTHORIZING THE FILING OF A SHIRLEY CONROY RURAL AREA CAPITAL ASSISTANCE PROGRAM GRANT APPLICATION WITH THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED; PROVIDING FOR APPROVAL OF APPLICATION AND AGREEMENT; PROVIDING FOR AUTHORIZATION FOR ADMINISTRATIVE DUTIES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Levy County, Florida ("the Board") has the authority to file a Shirley Conroy Rural Area Capital Assistance Program Grant application ("Grant Application") and to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code; and

WHEREAS, the Board hereby authorizes the filing of a Grant Application with the Florida Commission for the Transportation Disadvantaged;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. The Board has the authority to file this Grant Application.

2. The Board hereby authorizes the filing and execution of the Grant Application by the Chair of the Board on behalf of the Board or the Vice-Chair in the Chair's absence, with the Florida Commission for the Transportation Disadvantaged.

3. The Chair serves as the Registered Agent for the Board. The Chair's address is P. O. Box 310, 355 South Court Street, Bronson, Florida, 32621.

4. The Board authorizes the Chair or Vice-Chair of the Board, or either of their designees, to sign any and all agreements or contracts which are required in connection with the Grant Application.

5. The Board authorizes the County Coordinator and/or the Transportation Department Director or either of their designees to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents which may be required in connection with the Grant Application or subsequent agreements.

DULY PASSED AND ADOPTED this the 2nd day of August, 2016.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

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

John Meeks, Chairman

Danny J. Shipp

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Anne Bast Brown

Anne Bast Brown, County Attorney

z:\res\shirleyconroy.auhtorize.2016-2017
LR2016-065

EXHIBIT E

STANDARD ASSURANCES

The recipient hereby assures and certifies that:

(1) The recipient will comply with the federal, state, and local statutes, regulations, executive orders, and administrative requirements which relate to discrimination on the basis of race, color, creed, religion, sex, age, and handicap with respect to employment, service provision, and procurement.

(2) Public and private for-profit, transit and paratransit operators have been or will be afforded a fair and timely opportunity by the local recipient to participate to the maximum extent feasible in the planning and provision of the proposed transportation planning services.

(3) The recipient has the requisite fiscal, managerial, and legal capacity to carry out the Transportation Disadvantaged Program and to receive and disburse State funds.

(4) The recipient intends to accomplish all tasks as identified in this grant application.

(5) The recipient is aware that the Shirley Conroy Rural Area Capital Assistance Program Grant is a reimbursement grant. Reimbursement of funds will be approved for payment upon receipt of a properly completed invoice with supporting documentation such as the vendor's invoice preferably reflecting a zero balance due or a copy of the cancelled check along with the vendor's invoice. If this project consists of a vehicle purchase, the application for title reflecting the Commission as the first lienholder is also required.

(6) The recipient is aware that the approved project must be complete by June 30, 2017, which means the equipment must be received by that date or reimbursement will not be approved.

(7) Transportation Disadvantaged Trust Funds will not be used to supplant or replace existing federal, state, or local government funds.

(8) All project equipment or vehicles shall meet or exceed the applicable criteria set forth in the Florida Department of Transportation's Guidelines for Acquiring Vehicles on file with the Commission on July 1, 2016, or criteria set forth by any other federal, state, or local government agency.

(9) Capital equipment purchased through this grant shall comply with the recipient's competitive procurement requirements or Chapter 287 and Chapter 427, Florida Statutes.

(10) If capital equipment is purchased through this grant, the demand response service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

(a) response time,
(b) fares,
(c) geographic service area,
(d) hours and days of service,
(e) restrictions on trip purpose,
(f) availability of information and reservation capability, and
(g) contracts on capacity or service availability.

In accordance with 49 CFR Part 37, public entities operating demand response systems for the general public which receive financial assistance under 49 U.S.C. 5310 or 5311 of the Federal Transit Administration (FTA) have filed a certification with the appropriate state program office before procuring any inaccessible vehicle. Such public entities not receiving FTA funds have also filed a certification with the appropriate program office. Such public entities receiving FTA funds under any other section of the FTA have filed a certification with the appropriate FTA regional office.

This certification is valid for no longer than the agreement period for which the grant application is filed.

Date: August 2, 2016 Signature: _____

Name: John Meeks

Title: Chairman

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

VEHICLE INVENTORY

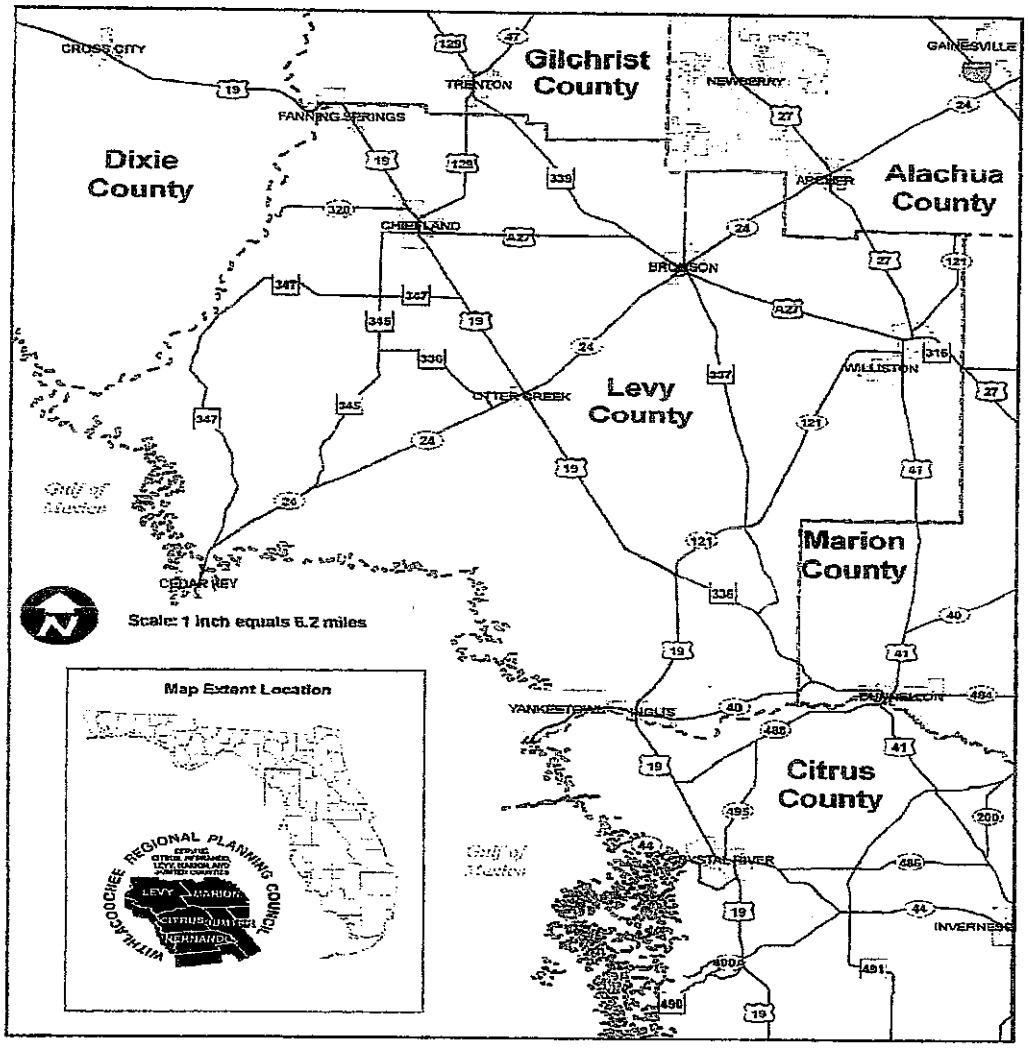
Exhibit F

Agency: Levy County Transit

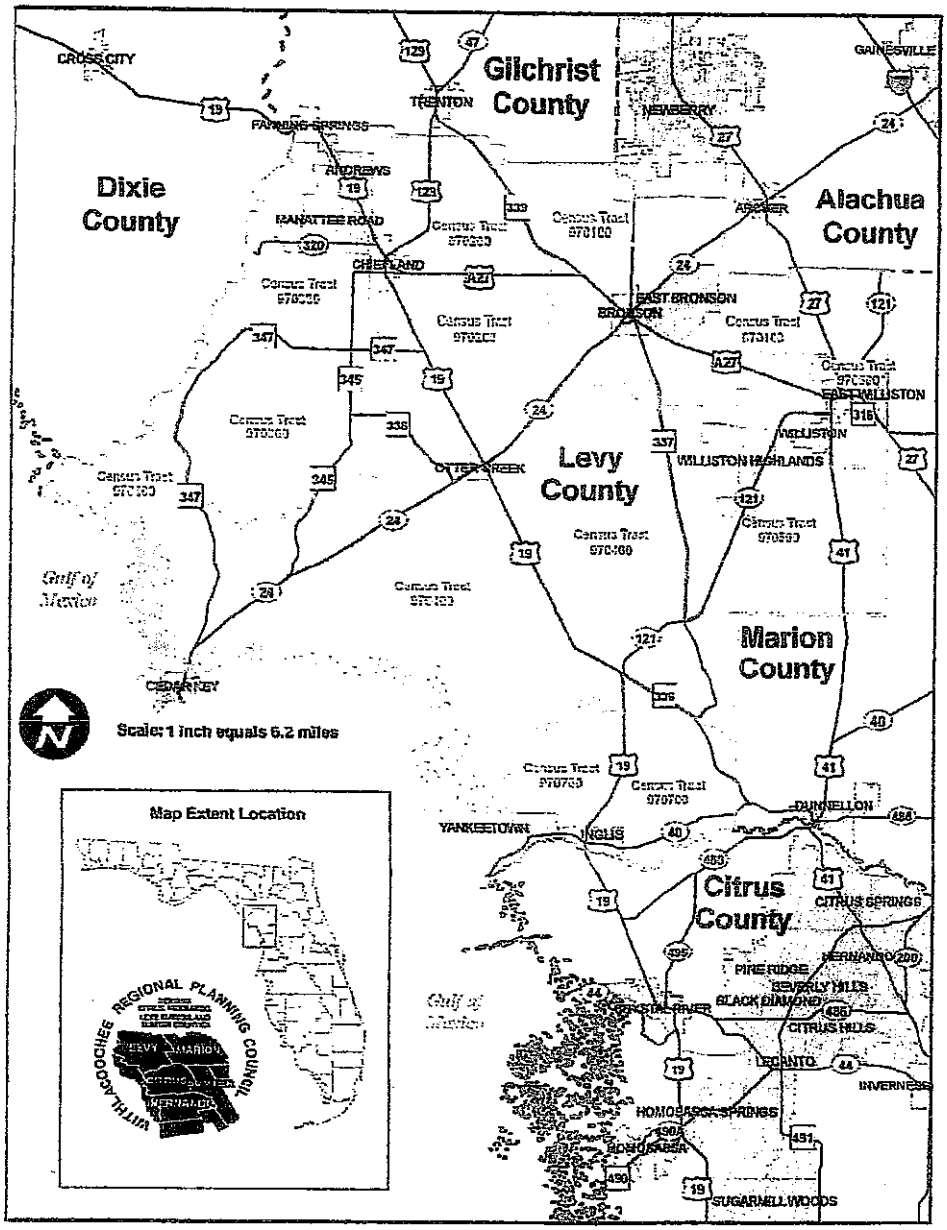
Agency Veh #	Year	Make	Model	Vehicle Typ	VIN #	Current mileage	Needs FDOT #	FDOT #	Title on Hand	Title Req Sent	Title #	Lift Type	Seats + W/C Pos	Average Miles/yr
LCT 1	2013	Chev	4500	D	1GB6G5BGXD1170903	151665	N	N/A	N	N	112209265	Braun	12 / 2 wc	55000
LCT 2	2014	Ford	E450	D	1FDFE4FS1DDA92970	151960	Y	91220	N	N	113116792	Braun	12st/4wc	55000
LCT 3	2014	Ford	E450	D	1FDFE4FS2EDA83583	120260	N	N/A	N	N	115596382	Braun	12st/3wc	55000
LCT 4	2014	Ford	E450	D	1FDFE4FS4EDB10055	110480	Y		N	N		Braun	12st/4wc	55000
LCT 5	2015	Ford	Turt	D	1FDXE4FS4EDB00758	83524	y		N	N	118348995	Braun	14st/2wc	55000
LCT 6	2015	Ford	Turt	D	1FDWE3FL6FDA28090	41526	N	N/A	N	N		Braun	10/2wc	55000
LCT 7	2016	Ford	Turt	D	1FDFE4FS0FDA35291	3614	N	N/A	N	N		Braun	14/2	55000
LCT 21	2006	Ford	E250	F	1FBNE31LX6DB28964	45365	N	XXXX	N	N	96833282	N/A	STR ONLY	1200
LCT 22	2006	Chev	C3500	D	1GBJG31U361264615	382462	N	xxxx	Y	Y	97187971	Ricon	8sts/2wc	55000
LCT 25	2008	Chev	Uplan	E	1GBDV13W88D211562	121960	N	xxxx	Y	Y	101705102	RAMP	5sts/1wc	33000
LCT 26	2009	Chev	C3500	D	1GBJG31K481232919	284461	Y	90255	N	N	102274239	Ricon	8sts/2wc	55000
LCT 27	2009	Chev	C3500	D	1GBJG31K091130969	335492	Y	9119	N	N	102490347	Ricon	8sts/2wc	55000
LCT 28	2009	Chev	C3500	D	1GBJG31K491102902	296193	Y	9185	N	N	104469699	Braun	14st/4wc	55000
LCT 29	2010	Ford	E450	D	1FDXE4FL9ADA82423	293985	Y	90274	N	N	104906251	Braun	12st/2wc	55000
LCT 31	2010	Dodge	GC	E	2D4RN4DEXAR498479	37470	N	xxxx	Y	Y	107029213	RAMP	4sts/1wc	30000
LCT32	2011	Chev	3500	D	1GBJG31K891104071	226866	N	xxxx	N	N	107818152	Braun	12st/4wc	55000
LCT 102	2006	Chev	C5500	C	1GBE5V1226F417974	294498	N	xxxx	Y	Y	95728950	Ricon	20st/3wc	45000
LCT 103	2006	Chev	C5500	C	1GBE5V1216F417495	265202	N	xxxx	Y	Y	95728812	Ricon	20st/3wc	45000
LCT 104	2007	Chev	C4500	C	1GBE4V12X7F404619	226484	N	xxxx	Y	Y	97583272	Ricon	16st/2wc	45000
LCT 105	2007	Chev	C4500	C	1GBE5V1977F425650	183565	N	xxxx	Y	Y	99597366	Ricon	22st/2wc	45000
LCT 106	2010	Chev	C4500	C	1GBE4V1G99F413097	176493	Y	80235	N	N	103996617	Braun	16st/2wc	45000
LCT 107	2010	Chev	C4500	C	1GBE4V1G89F413057	145854	Y	80238	N	N	103996497	N/A	24st/0wc	45000
LCT 108	2010	Chev	C4500	C	1GBE4V1GX9F413111	184503	Y	80237	N	N	103996569	Braun	16st/2wc	45000
LCT 109	2010	Chev	C4500	C	1GBE4V1G99F413083	131955	Y	80236	N	N	103996492	Braun	16st/2wc	45000

Service Area Map

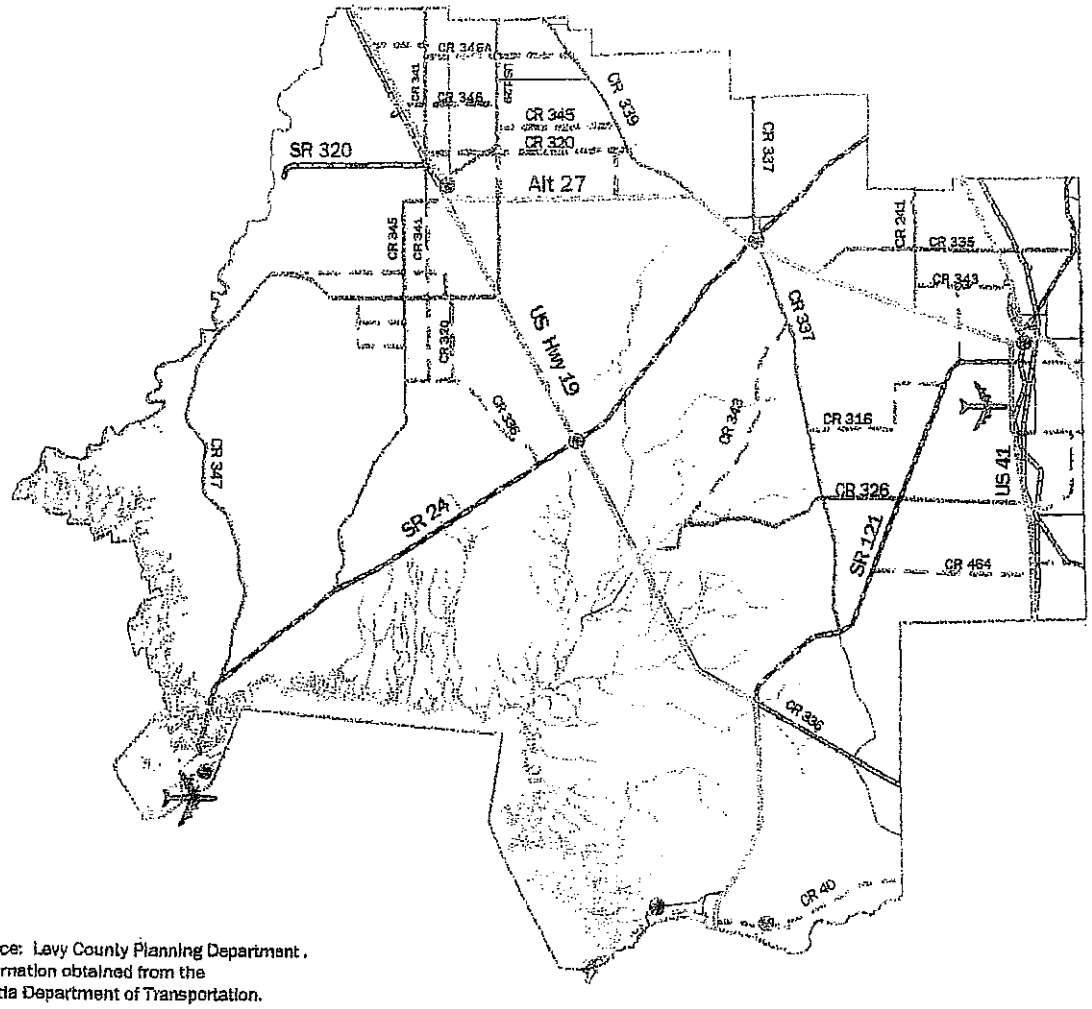
County(ies) of CTC's Service Area: **LEVY COUNTY WITHIN THE STATE OF FLORIDA**



LEVY COUNTY CENSUS DIVISIONS, CITIES AND CENSUS DESIGNATED PLACE


Gilchrist County
Dixie County
Alachua County
Levy County
Marion County
Citrus County
CROSS CITY
TRENTON
NEWBERRY
GAINESVILLE
FANNING SPRINGS
ANDREWS
MANATEE ROAD
CHIEFLAND
EAST BRONSON
BRONSON
ARCHER
EAST WILLISTON
WILLISTON
WILLISTON HIGHLANDS
OTTER CREEK
CEDAR KEY
YANKEETOWN
INGLIS
DUNNELLON
CITRUS SPRINGS
PINE RIDGE
BEVERLY HILLS
BLACK DIAMOND
CITRUS HILLS
CRYSTAL RIVER
LECANTO
INVERNESS
HOMOSASSA SPRINGS
HOMOSASSA
SUGARMILL WOODS
Gulf of Mexico
Scale: 1 inch equals 6.2 miles
Map Extent Location
WITH-A-COOCHEE REGIONAL PLANNING COUNCIL

Levy County Future Transportation Map – 2018



Principal Arterials

Minor Arterials

Rural Major Collectors

Rural Minor Collectors

Airports

Rail Lines

Municipality

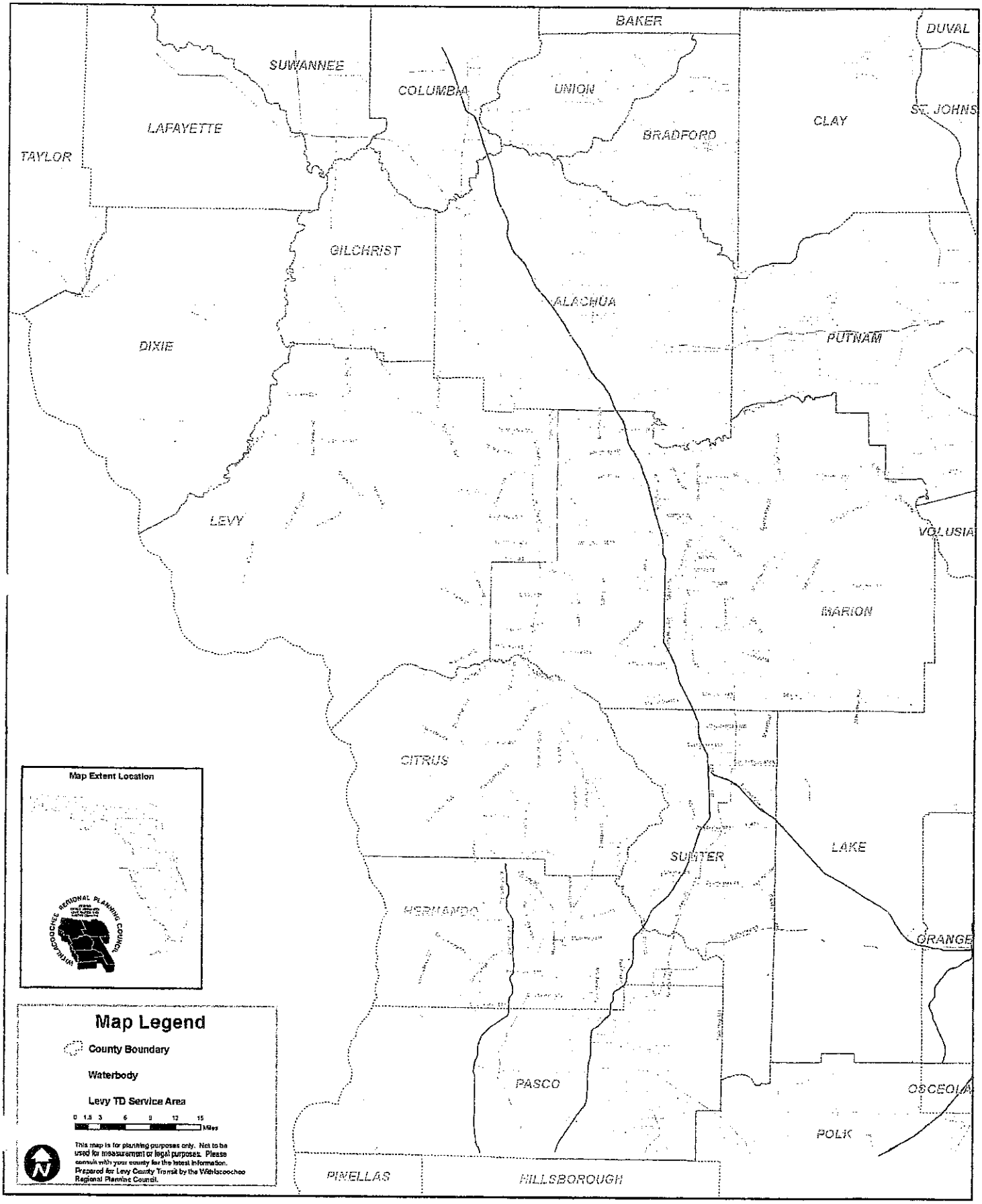
Number of Lanes:

US 19 and US 98 are four-laned. Alt 27 is four-laned. The remainder of the roadways are two-laned.

* Note: There are no limited access roads in Levy County

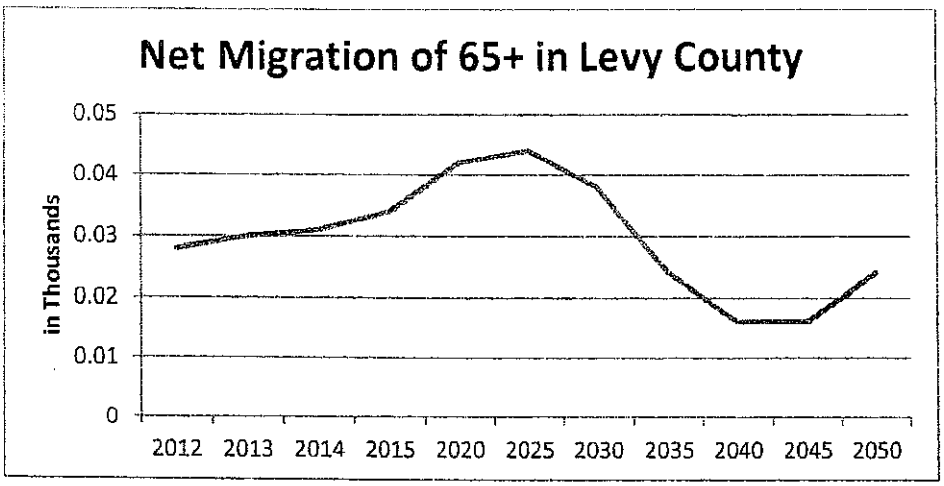
Source: Levy County Planning Department. Information obtained from the Florida Department of Transportation.

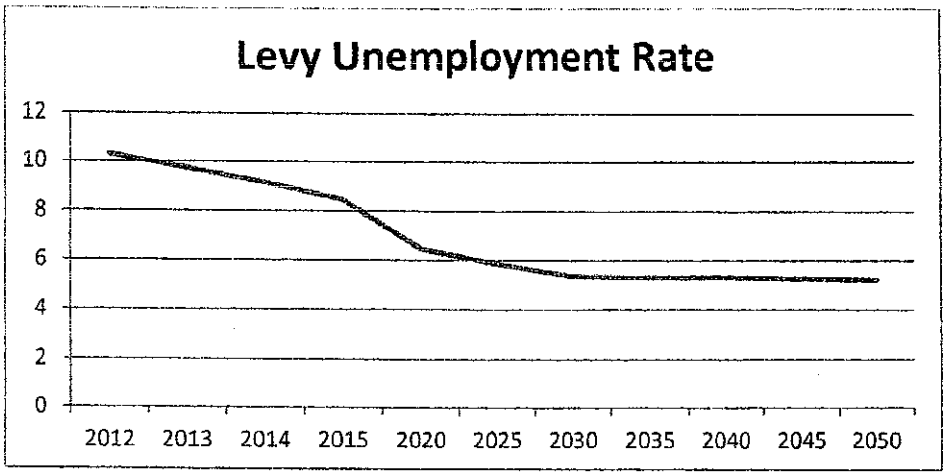
Levy County Transportation Disadvantaged Service Area

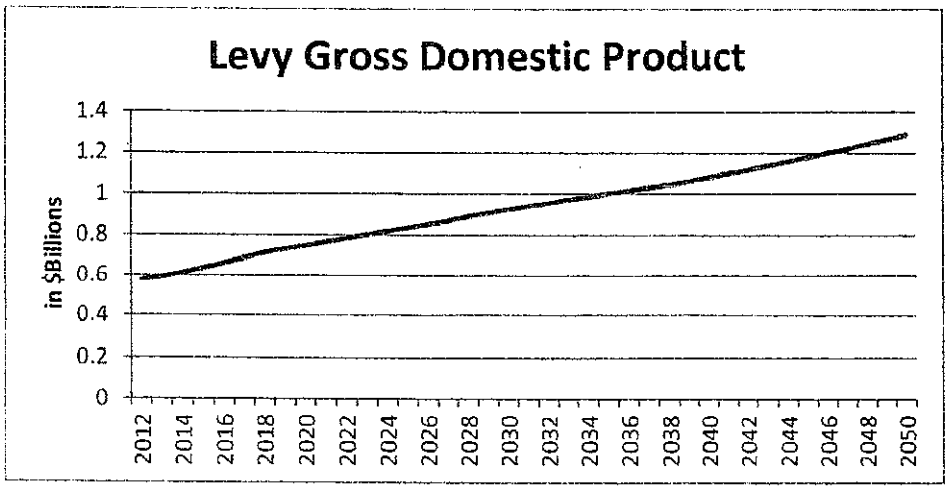


Sources: USGS, FGDL, FDOT

Map Printed: September 2014


Net Migration of 65+ in Levy County
in Thousands
0.05
0.04
0.03
0.02
0.01
0
2012 2013 2014 2015 2020 2025 2030 2035 2040 2045 2050


Levy Unemployment Rate
12
10
8
6
4
2
0
2012 2013 2014 2015 2020 2025 2030 2035 2040 2045 2050


Levy Gross Domestic Product
in $Billions
1.4
1.2
1
0.8
0.6
0.4
0.2
0
2012 2014 2016 2018 2020 2022 2024 2026 2028 2030 2032 2034 2036 2038 2040 2042 2044 2046 2048 2050

Levy County Board of County Commissioners

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:	***2. MEETING DATE:***
Transportation/Connie Conley/Director	August 2, 2016

3. *REQUESTED MOTION/ACTION:*

Requesting Board Approval of Resolution and Application for the Shirley Conroy Rural Area Capital Assistance Program Grant.

4. AGENDA	**4. *Is this item budgeted (if applicable)?:*** *Yes___ No __ If No, state action required*
Presentation time requested _____minutes (Request will be granted if	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 for Resolution 2016-047 and RCAP Grant Application for one 23' Ford bus. Applying for REDI waiver for the 10% Local Match. Total Project Cost $77,879.00 to replace a bus that is 7 years old with 335,492 miles.

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_X___ NO ___	YES_____ NO ___	YES____ NO___	YES_____ NO ___	YES_X_ NO_____	YES_____ NO___

7. *COMMISSION ACTION:*

___ APPROVED

___ DENIED

___ DEFERRED DATE TO BRING BACK:

___ OTHER SPECIFY:

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:	2. MEETING DATE:
MATT WELDON, DIRECTOR - PARKS & RECREATION - 486-5127	08/02/2016

3. REQUESTED MOTION/ACTION:

Parks & Recreation - Matt Weldon, Director
Request approval for Purchase of new mower for Boat Ramp areas.

4. Agenda Presentation Time Requested: ___ 10 minutes___ (Request will be granted if possible) ALLOTED TIME NOT	5. IS THIS ITEM BUDGETED (IF APPLICABLE) ?: YES X 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)

PARKS & RECREATION MAINTAINS (11) BOAT RAMPS, MOWING & TRIMMING. 3 OF OUR 4 MOWERS ARE 9 PLUS 'ARS OLD. IN VERIFYING WITH STATE OFFICE, THE USE OF VESSEL REGISTRATION MONIES IS ALLOWED TO PURCHASE A MOWER FOR THE BOAT RAMP AREA' S. THE PURCHASE WILL NOT AFFECT THE GENERAL REVENUE.

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 X 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 Parks & Mosquito Control Department

›m: Pelton, Andrea <Andrea.Pelton@MyFWC.com>
›ent: Thursday, July 21, 2016 11:36 AM
To: Levy County Parks & Mosquito Control Department
Subject: RE: Vessel Registration Funds

Hi Susan, I'm sorry for not replying to you sooner. As long as the mower and its trailer were only used for maintain the boat ramp sites then it can be purchased with the vessel registration funds.

As to the cooperative agreements I need to speak with my supervisor. She handles those agreements.

Have a great day,

Andrea Pelton, Grant Specialist II
Division of Law Enforcement, Boating and Waterways Section
Florida Fish and Wildlife Conservation Commission
620 S. Meridian Street, Tallahassee, FL 32399
Telephone: 850-717-2108, Fax: 850-488-9284

From: Levy County Parks & Mosquito Control Department [mailto:parksmc@levycounty.org]
Sent: Friday, July 15, 2016 11:05 AM
To: Pelton, Andrea <Andrea.Pelton@MyFWC.com>
Subject: Vessel Registration Funds

Good Morning,
In a meeting this morning, it was brought up that the mower used at all the boat ramps is in bad condition.
I mentioned that it may be possible to purchase a new mower, using vessel registration funds, as long as it was designated for use only at the Boat Ramp sites.
We currently maintain ten (10) boat ramp sites. A trailer for hauling it would also be needed.
Please let me know your decision on this.

On another note, possibly back in March, our director received information on renewing a Cooperator Agreement for the Lake Rousseau area.
We have not been able to find this (email), (letter), (document). It was thought that a copy was sent to our County Attorney to review but she did not receive an attachment.

Are you able to send copy of this document to me? Lake Rousseau – Agreement with FWCC

Thank you kindly for your assistance,

Susan Billings
Office Manager

Levy County Parks & Recreation
Levy County Mosquito Control

Suwannee River Kubota

14811 NW HWY 19
Chiefland, Florida 32626
PH (352) 490-7061
FAX (352) 490-7064

CONSUMER RETAIL PURCHASE ORDER & SECURITY AGREEMENT

No: 1533

DATE 7/24/16

BUYER Levy County Parks + Rec PHONE

ADDRESS CITY & STATE

QTY	NEW OR USED	STOCK NO.	MODEL	MAKE	SERIAL NO.	DESCRIPTION	AMOUNT	
1	N		991123	Gravely		PT152	6575	00
Carburetor								

TRADE-INS: Buyer certifies below Trade-Ins to be free of encumbrances

MODEL	MAKE	SERIAL NO	DESCRIPTION	TRADE-IN ALLOWANCE	

FREIGHT & HDLG		
EXCISE TAX		
SUBTOTAL		
TAX (SALES-USE)		
1. TOTAL CASH DELIVERED PRICE	$	

This is to certify that the self-propelled, power-drawn or power-driven equipment that is covered by this invoice is for use exclusively by a farmer on a farm owned, leased or sharecropped by him, in plowing, planting, cultivating or harvesting crops and is tax exempt under the rule of provision included in S.570.02 (1), F.S.

Signed

2. LESS CASH DOWN PAYMENT $
3. TRADE-IN $
4. TOTAL DOWN PAYMENT $
5. UNPAID BALANCE $
6. OTHER CHARGES:
   $
   $
7. AMOUNT FINANCED $

TIME BALANCE

I hereby agree to settle the deferred balance, if any, as shown hereon on the basis of retail time payment contract in form that is mutually satisfactory which I will sign prior to the delivery of the goods ordered and having a total face value equal to the time balance amount and including the credit terms disclosed herein.

Purchaser hereby agrees to pay to _____ at their offices shown above the "TOTAL OF PAYMENTS" shown above in _____ installments of $_____ (final payments to be $_____) the first installment being payable _____, 20____ and all subsequent installments on the same day of each consecutive month until paid in full. The FINAL CHARGE applies from _____ (date).

Check One

- ☐ SOLD USED AS-IS. No warranty of any kind has been given by the dealer or his agent.
- ☐ SOLD USED WITH 50-50 WARRANTY. The dealer hereby warrants this (these) machine(s) for _____ days after _____ 20____ with the understanding that necessary repairs made within this period of time will be charged half to the buyer and half to the dealer, of total retail cost of parts and labor used.
- ☐ SOLD NEW WITH _____ (specify warranty used)
  SPECIAL AGREEMENTS _____
- ☐ SOLD PROGRAM UNIT. Unit sold with remainder of warranty if applicable unit has been rented, leased or demonstrated but not sold to an end user.

All warranty repairs made under this agreement must be made in dealer's shop and buyer is responsible for hauling equipment for repair. No warranty is given by the dealer for tires, batteries or accessories, and the buyer is fully responsible for repairs necessitated by accident, misuse or negligence. This warranty is not transferable. I hereby agree to the conditions of this order, expressed in the foregoing constituting a purchase order contract. I hereby certify that I am 21 years of age or older and acknowledge receipt of a copy of this order. In order to secure buyer's obligations under this Agreement and any extension, renewal or modification thereof, buyer hereby grants to Dealer a security in all of the goods described herein, and all accessories and additions thereto and all proceeds thereof.

Notice to buyer: Do not sign this contract before you read it or if it contains blank spaces. You are entitled to a copy of the contract you sign. You have the right to pay in advance the unpaid balance of this contract and obtain a partial refund of the finance charge based on _____ (Actuarial Method, Rule of 78's, Sum of the Digits, Other)

BUYER'S SIGNATURE _____ DATE _____

THIS ORDER IS VALID ONLY WHEN SIGNED BY THE DEALER.

Salesman Greg

Accepted by:
(Dealer's Signature)

JOHN DEERE

Selling Equipment

Quote Id: 13770576 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Ag-Pro
107 Southwest 4th Avenue
Chiefland, FL 32626
352-493-4121
jbrock@agproco.com

JOHN DEERE Z920M Commercial ZTrak

Contract: FL Ag & Lawn Equip 21100000-15-1 (PG F2)
Price Effective Date: July 26, 2016

Suggested List *
$ 9,849.00
Selling Price *
$ 7,780.71

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2142TC	Z920M Commercial ZTrak	1	$ 9,579.00	21.00	$ 2,011.59	$ 7,567.41	$ 7,567.41
	Standard Options - Per Unit						
001A	United States and Canada	1	$ 0.00	21.00	$ 0.00	$ 0.00	$ 0.00
1036	24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks	1	$ 0.00	21.00	$ 0.00	$ 0.00	$ 0.00
1502	54 In. 7-Iron PRO Side Discharge Mower Deck	1	$ 270.00	21.00	$ 56.70	$ 213.30	$ 213.30
2000	Deluxe Comfort Seat with Armrests	1	$ 0.00	21.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 270.00**		**$ 56.70**	**$ 213.30**	**$ 213.30**
	Suggested Price						**$ 7,780.71**
Total Selling Price			$ 9,849.00		$ 2,068.29	$ 7,780.71	$ 7,780.71

Levy County Board of County Commissioners
Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:	*2. MEETING DATE:*
Levy County Tourist Development Department Carol McQueen 486-3396 221-0838	August 2, 2016

3. REQUESTED MOTION/ACTION:

Request approval of the $24,000 agreement with Interfuse Marketing, Inc.
They will be providing marketing services to bring more visitors to our website and Levy County. Please see attachments for further details.

*4. **AGENDA** PRESENTATION TIME REQUESTED:*	*5. Is This Item Budgeted (If Applicable)?: YES ✓ NO___ (If No, State Action Required)*
_____ *(REQUEST WILL BE GRANTED IF POSSIBLE)*	BUDGET ACTION: FINANCIAL INPACT SUMMARY STATEMENT: DETAILED ANALYSIS ATTACHED? YES__ NO ✓ BUDGET OFFICER APPROVAL ____ DATE:_____ FUNDING SOURCE: It is in 2016-17 BUDGET ACCOUNT NUMBER: 123-0161-552-34010 Contract Services

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

On May 5, 2016 the Levy County Tourist Development Council met at their regular meeting and voted unanimously to approve the 2016-2017 Marketing Plan which included participating another year with Interfuse Complete program for $24,000.

On June 7, 2016 the Levy County Board of Commissioners took the recommendation of the Levy County TDCand approved the 2016-2017 Marketing Plan including Interfuse Complete program for $24,000.

Proceeded to have Levy County attorney, Anne Bast Brown draw up the agreement for approval and signatures, see attachment.

REQUESTING: Approval of the agreement for another year with Interfuse Marketing, Inc.

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___	MKtg. Plan Yes ✓ No___ TDC	MKt. PLAN Yes ✓ No___ LEVY	Yes___ No___	Yes ✓ No___	Yes___ No___
7/20/16	5/5/16	BOCC - 6/7/16		July 15, 16	

8. COMMISSION ACTION:
___APPROVED
___DENIED
___DEFERRED DATE TO BRING BACK:
___OTHER SPECIFY:

AGREEMENT BETWEEN LEVY COUNTY
and
INTERFUSE MARKETING INC.

This Agreement is made and entered into by and between LEVY COUNTY, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and INTERFUSE MARKETING INC. (hereinafter referred to as "Interfuse") on this ___ day of _____, 2016.

WITNESSETH:

WHEREAS, County desires to acquire media marketing services from Interfuse, and Interfuse desires to provide such services in accordance with the provisions of this Agreement;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Interfuse agree as follows:

ARTICLE 1
INTERFUSE'S DUTIES

1.1 Interfuse agrees to perform all the services and provide all the materials described in the Interfuse Complete Statement of Work, which is attached hereto and incorporated herein by this reference (hereinafter referred to as the "Statement of Work"). Interfuse shall perform all services and provide all materials in strict accordance with the provisions contained herein. Interfuse shall perform all services under the Statement of Work in a professional, workmanlike manner, with such professional care, technical skill, ability and diligence as is required of similar media marketing companies having the level of skill, expertise and specialized knowledge, as represented in the Statement of Work, and to County, both orally and in writing, to be possessed by Interfuse.

1.2 Interfuse agrees to provide its services and materials in the times allowed for performance contained in the Statement of Work.

1.3 Compliance with Laws.

Interfuse shall comply with all federal, state, and local statutes, laws, ordinances, rules and regulations in the performance of its obligations under this Agreement.

1.4 Compliance with Chapter 119, Florida Statutes.

(a) In addition to compliance with any other laws as required by this Agreement, Interfuse shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Failure to comply with the

provisions of this subsection shall constitute a substantial failure to perform on the part of Interfuse in accordance with the terms of this Agreement. Specifically, but not by way of limitation, Interfuse shall:

(i) Keep and maintain public records required by County to perform the services under this Agreement;

(ii) Upon request by County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the services to be provided by Interfuse under this Agreement if Interfuse does not transfer the records to County; and

(iv) Upon completion of the services to be provided under this Agreement, transfer, at no cost, to County all public records in possession of Interfuse or keep and maintain public records required by County to perform the services. If Interfuse transfers all public records to County upon completion of this Agreement, Interfuse shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Interfuse keeps and maintains public records upon completion of this Agreement, Interfuse shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

(b) The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.

(c) For purposes of this Agreement, the term "custodian of public records" shall mean the County Coordinator of County, or his/her designee.

(e) **IF INTERFUSE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO INTERFUSE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

TELEPHONE: (352) 486-5218
E-MAIL: levybocc@levycounty.org
MAILING ADDRESS: P.O. 310, BRONSON, FL 32621

ARTICLE 2
ADDITIONAL SERVICES

2.1 In the event that County desires Interfuse to perform any additional services not specifically contained in the Statement of Work, the parties shall enter into an addendum to this Agreement to provide for the provision of such additional services by Interfuse and payment therefor by County.

ARTICLE 3
TERM/TERMINATION

3.1 The term of this Agreement shall begin October 1, 2016, and shall continue until the later of September 30, 2017, or until Interfuse provides all of the products and services contained in the Statement of Work and required under this Agreement and County accepts such services and products as satisfactory, unless otherwise terminated in accordance herewith.

3.2 This Agreement may be terminated by County with cause by written notice to Interfuse of the intent to terminate. Upon receipt of such notice of intent to terminate, Interfuse shall be given thirty (30) days to cure the cause for termination. If Interfuse has not cured the cause for termination, or has not made substantial progress towards a cure of the cause for termination, within such thirty (30) days, termination shall be effective ninety (90) days after the cure period, or one hundred twenty (120) days after receipt by Interfuse of the written notice of intent to terminate.

3.3 In the event of termination, Interfuse shall be entitled to compensation for services rendered through the effective date of termination. All finished or unfinished documents, data, studies, surveys, analyses, plans, designs, calculations, details, computations, drawings, maps, models, photographs, reports, and other documents or information prepared by Collison in connection with this Agreement shall become the property of County and shall be delivered by Interfuse to County immediately upon the effective date of termination.

ARTICLE 4
METHOD OF BILLING AND PAYMENT

4.1 County shall pay to Interfuse Two Thousand Dollars ($2,000) per month for each month's services indicated on the Statement of Work that are actually performed by Interfuse. The total payments to Interfuse shall not exceed Twenty-Four Thousand Dollars ($24,000) for Interfuse's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

4.2 Interfuse shall submit all invoices for payment of services rendered on a monthly basis to the County for processing. Invoices shall be detailed as to nature of the services performed and shall refer to the particular item(s) in the Statement of Work to which services apply. Invoices shall include a summary of any amounts previously billed and any credits for amounts previously paid.

4.3 Interfuse acknowledges that each invoice must be reviewed and approved by the County Tourism Development Director or his/her designee. Should the County Tourism Development Director, or his/her designee, determine that an invoice is not commensurate with services performed, work accomplished or hours expended, Interfuse shall adjust the invoice accordingly. However, Interfuse shall be entitled to payment of any portion of an invoice not in dispute.

4.4 Review and payment by County of Interfuse's monthly invoices shall be performed in accordance with Sections 218.70 through 218.80, Florida Statutes, the Florida Prompt Payment Act.

4.5 In the event budgeted funds which are sufficient for the County to pay the amounts provided for under this Agreement are not available for any upcoming fiscal period, the County shall notify Interfuse of such occurrence and this Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

ARTICLE 5
COUNTY'S RESPONSIBILITIES

5.1 County shall perform the responsibilities contained in this Article 5 in a timely manner so as not to delay the services of Interfuse.

5.2. County shall furnish to Interfuse, upon request of Interfuse and at County expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the County's possession. However, Interfuse shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

5.3 County shall provide reasonable access and entry to all County property required by Interfuse to perform the services described in this Agreement. All such access and entry shall be provided at County expense.

ARTICLE 6
STANDARDS AND CORRECTIONS

6.1 Interfuse shall perform or furnish to County all media marketing and related services to a level of technical skill, ability, and diligence as is required of a media marketing professional having the level of skill, expertise and specialized knowledge, as represented

in the Statement of Work and to the County, both orally and in writing, to be possessed by Interfuse, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional media marketing practice and with the laws, statutes, ordinances, codes, rules and regulations governing Interfuse's profession. The same standards of care shall be required of any subconsultant or subcontractor engaged by Interfuse.

6.2 Interfuse shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Interfuse or any subconsultant or subcontractor engaged by Interfuse under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Interfuse's work product, services, or materials shall not be construed to operate as a waiver of any of County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

ARTICLE 7
COUNTY PROPERTY

7.1 All documents, data, studies, surveys, analyses, plans, designs, calculations, details, computations, drawings, maps, models, photographs, reports, and other documents or information resulting from Interfuse's services under this Agreement shall become the property of and shall be delivered to County without restriction or limitation as to use. However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

ARTICLE 8
NOTICES

8.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County: County Coordinator
P.O. Box 310
Bronson, FL 32621

with a copy to: Tourist Development Department
P.O. Box 1324
Bronson, FL 32621

If to Interfuse: Interfuse Complete
15 Technology Parkway South
Suite 250
Norcorss, GA 30092

ARTICLE 9
NO ASSIGNMENT

9.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Interfuse without the prior written consent of County. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by County.

ARTICLE 10
INSURANCE/INDEMNIFICATION

10.1 Interfuse shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance policies in coverages and limits required below, or to the extent and in such amounts as required and authorized by Florida law. In addition, for those policies that are allowed by law to carry an additional named insured, Interfuse will provide endorsed certificates of insurance executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, on a standard ACORD form, listing coverages and limits, expiration dates, terms of policies and all endorsements, and shall include an identifying project name on the certificate generated and naming "Levy County, a political subdivision of the State of Florida, its elected officials, officers, employees, agents, and volunteers," as a named, additional insured, as well as furnishing County with a certified copy, or copies, of said insurance policies if requested by County. In addition, each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to County if allowed under such policy; in the alternative, Interfuse shall provide to County thirty (30) days' notice prior to expiration, cancellation, non-renewal or any material change in coverages or limits to each policy required below. Any and all deductibles to any insurance policy shall be the responsibility of Interfuse. Said insurance coverages procured by Interfuse as required herein shall be considered, and Interfuse agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to County, and that any other insurance, or self-insurance available to County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by County as required herein.

Nothing herein shall be construed to extend County's liability beyond that provided in section 768.28, Florida Statutes.

Coverages and limits for the insurance required herein shall be as follows:

A. **Workers' Compensation:** Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of $300,000 each accident.

B. **Professional Liability Insurance:** Coverage of a minimum one million dollars ($1,000,000) in coverage for this project.

C. **Public Liability Insurance:** Policy must include bodily injury and property damage, Combined Single Limits (CSL) of $300,000 minimum.

D. **Comprehensive General Liability Insurance:** Policies shall include, but not be limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than $500,000, each occurrence; and property damage of not less than $100,000, each occurrence. (Combined single limits of not less than $500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage.

E. **Comprehensive Automobile and Truck Liability:** Policies shall cover owned, hired and non-owned vehicles with minimum limits of $300,000 each occurrence and property damage of not less than $100,000 each occurrence. (Combined single limits of not less than $500,000 each occurrence will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis" such insurance to include coverage for loading and unloading hazards.

10.2 Interfuse shall defend, indemnify and hold harmless County and all of County's elected officials, officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Interfuse or its officers, agents or employees in performance or non-performance of its obligations under this Agreement. Interfuse recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Interfuse of its liability and obligation to defend, hold harmless and indemnify County as set forth in this provision.

Nothing herein shall be construed to extend County's liability beyond that provided in section 768.28, Florida Statutes.

ARTICLE 11
SEVERABILITY

11.1 In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

ARTICLE 12
GOVERNING LAW/VENUE

12.1 This Agreement shall be governed and construed in accordance with Florida law. In the event litigation arises involving the parties in connection with this Agreement, venue for such litigation shall be in Levy County, Florida.

ARTICLE 13
INDEPENDENT CONTRACTOR STATUS

13.1 Interfuse is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County.

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

_____
John Meeks, Chairman

ATTEST:

_____
Danny J. Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Anne Bast Brown
Anne Bast Brown, County Attorney

INTERFUSE MARKETING INC.

By:_____

Title:_____

ATTEST/WITNESS:

_____

Secretary of Corporation

z:legal\agr\interfuse.2016-2017.tdc
LR2014-099
7/15/16

Interfuse Complete

Levy County FL FY 16-17

Marketing With Us

Interfuse delivers complete marketing services for the travel industry. Social media, email marketing and digital content creation a[illegible] distribution provide audience d[illegible] engagement and content excel[illegible] clients. Our range of products [illegible] also include customized repo[illegible] personal attention to detail [illegible]

Integrity and Leadership

Delivering results is our job.

- 40 years of results driven campaigns serving destination
  marketing organizations and their industry partners
- A commitment to continuous digital and social media trends that are constantly evolving and leveraging this insight to better serve our clients
- Content marketing experts creating authentic and relevant articles on Levy destinations that will increase awareness, engagement and economic impact throughout the county

Interfuse Clients

A sampling of the 1,400 travel clients in our portfolio

NEW YORK STATE TOURISM INDUSTRY ASSOCIATION

Visit Brookfield WISCONSIN

Marriott.

Lago Mar RESORT AND CLUB

VISIT DENVER

Minneapolis City by Nature

realracine

HAGERSTOWN

VisitPITTSBURGH

VisitOrlando

I ♥ NY

Hilton Orlando Bonnet Creek

CROWNE PLAZA HOLLYWOOD BEACH

CHICAGO NORTHWEST

GATEWAY

Southland

Kentucky

Daytona Beach

EXPLORE MINNESOTA

ST. LUCIE COUNTY FLORIDA

GOLDEN ISLES GEORGIA

DISCOVER PALM BEACH COUNTY

TraderWinds

Traverse City

IDAHO www.visitidaho.org

Georgia On My Mind | USA

VISITFLORIDA.COM

GREATER FORT LAUDERDALE

NORTH MYRTLE BEACH

Wilmington & Brandywine Valley

Detroit Lakes

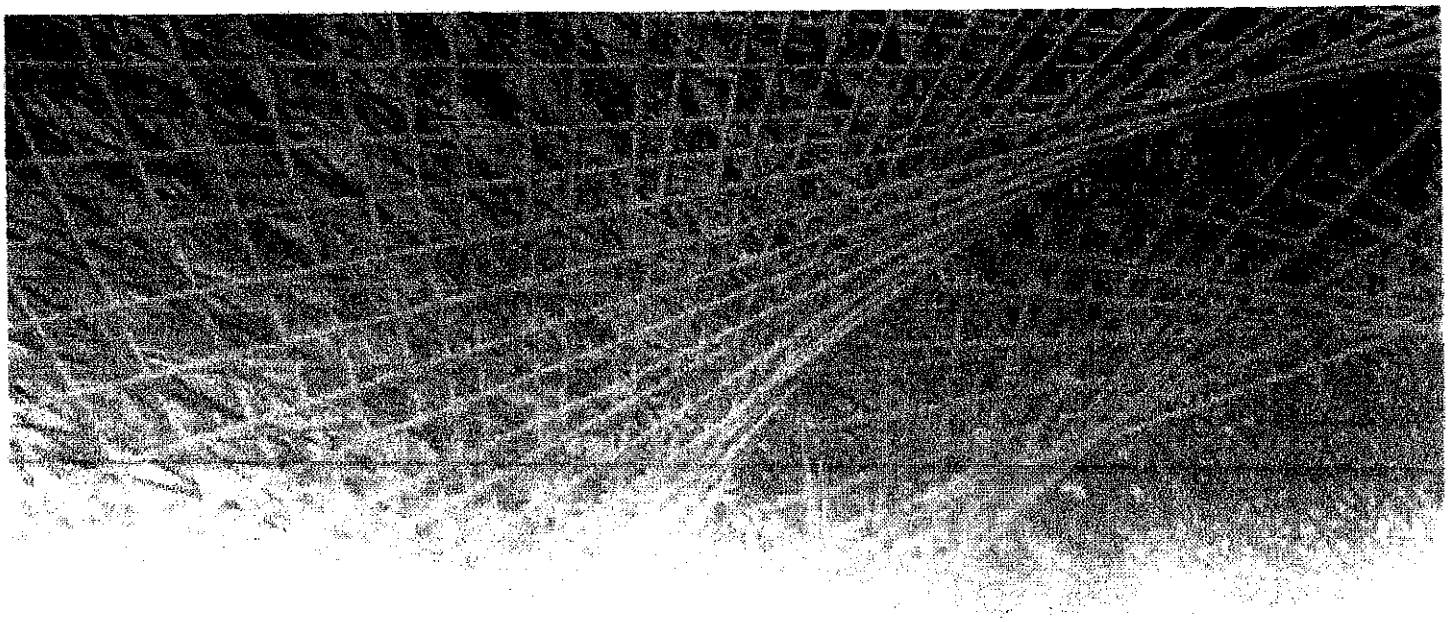
BOWLING GREEN

Dunwoody

Oakland

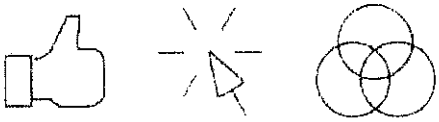
Interfuse Complete: What you get.

Service	Includes	Duration	Additional Investment
Insights/Research	Reputation Audit, Competitor Analysis	2-4 weeks	Included
Content Strategy & Execution	Up to 6 Original Content pieces per year; housed on client website	12 months	Included
Social Media Strategy & Execution	Custom strategy and execution for up to 3 social media platforms, daily content posts	12 months	Included
Email Marketing Strategy & Execution	Monthly eNewsletter management (Can be increased if desired)	12 months	Included
TOTAL			$2,000/month or $24,000/ year



Interfuse Complete step 1:

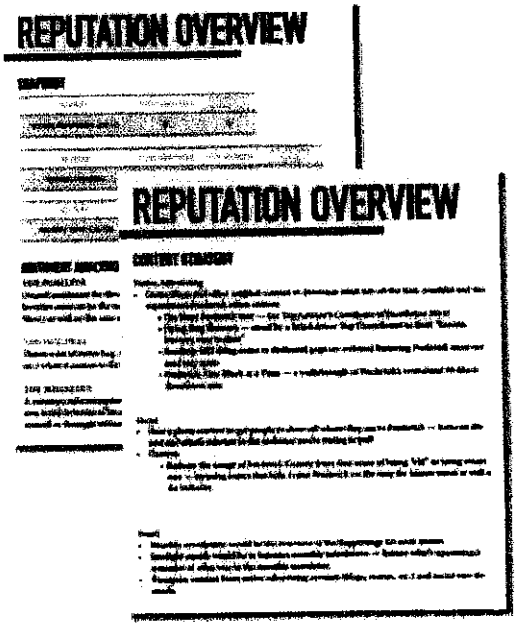
INSIGHTS



Reputation Audit

Includes:

- Comprehensive conversation review
- Digital assets review
- Positive/Negative/Neutral sentiment analysis
- Search engine results page reviews
- Content strategy foundation

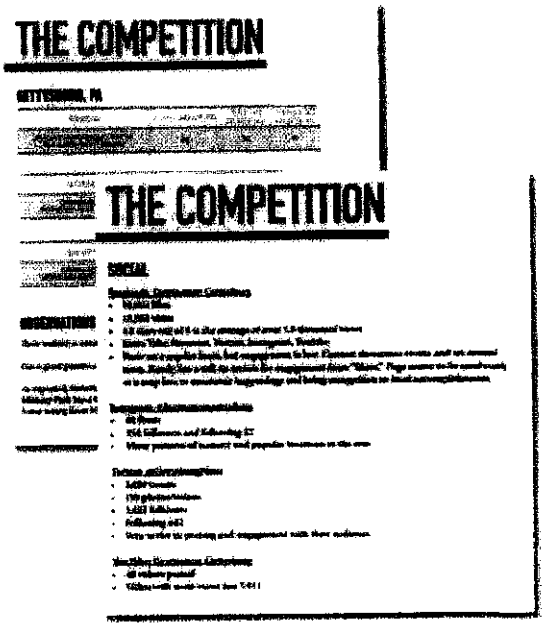


What are people saying about your brand?

Competitor Analysis

Includes:

- Digital footprint review of top 5 competitor destinations
- Conversation and activity (implied strategy) analysis
- "Green field" opportunity review



What is the competitive landscape?

Organic Search (SEO) Audit

Includes:

- A comprehensive report of your website with SEO recommendations.
- Continual feedback for the duration of the Complete campaign.

RAVEN

Google Webmaster Tools

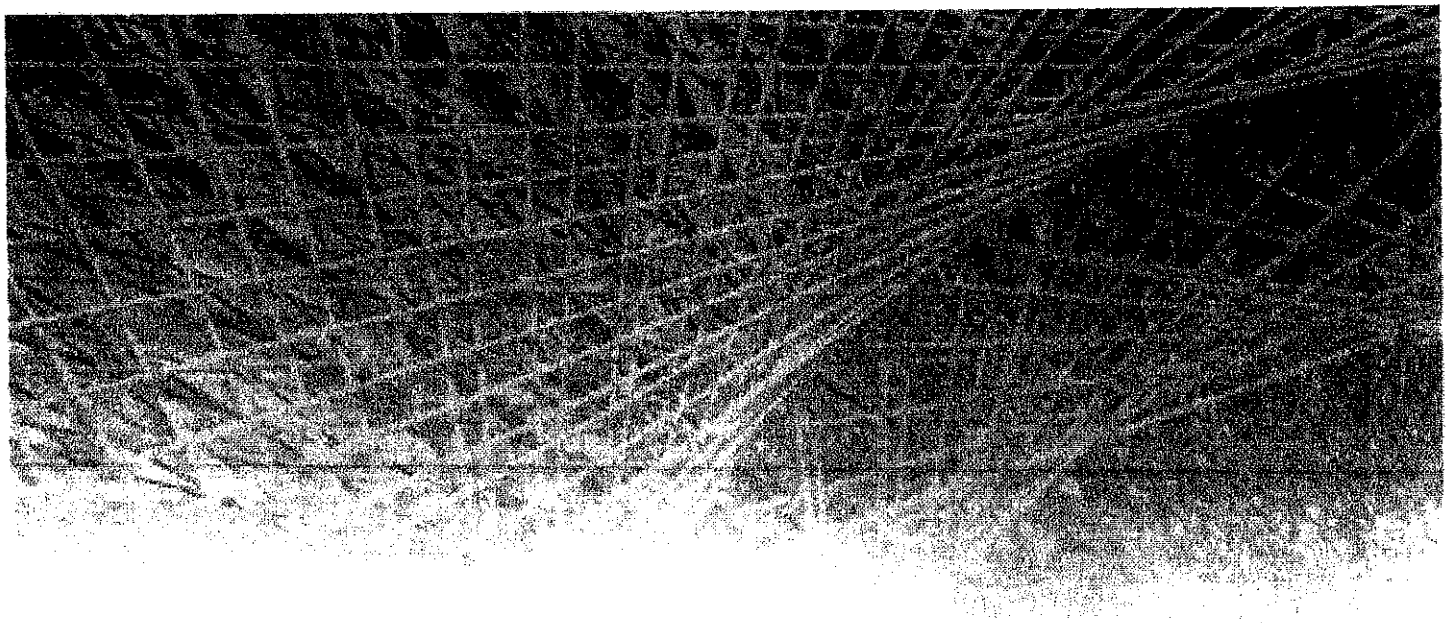
Site Auditor: Summary

Total Issues: 5,109 (Change: 13%)

11 -31%	560 9%	4 -33%	359 24%	4,175 13%	0 0%

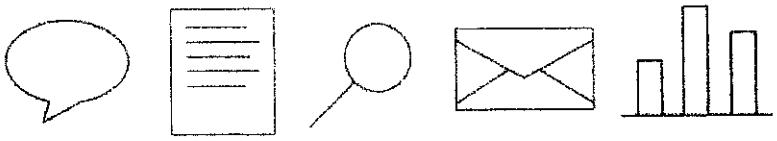
Month	Keywords	Growth Organic Keywords	Growth Organic Keywords
Jan	3,429	1,710	49.9%
Feb	2,240	1,374	61.3%
Mar	2,857	1,535	57.8%
Apr	2,493	1,299	52.1%
May	5,117	2,937	57.4%
Jun	10,548	3,866	36.7%
Jul	5,661	1,923	34.0%
Aug	4,576	1,669	36.5%
Sep	4,926	1,673	34.0%
Oct	5,469	2,304	42.1%
Nov	6,241	1,878	30.1%
Dec	6,755	1,729	25.6%

Month	Keywords	Growth Organic Keywords	Share of Search Engine	Increase of Share
Jan	4,893	2,066	42.1%	-7.8%
Feb	4,260	1,869	43.9%	-17.5%
Mar	5,832	2,294	39.3%	-18.4%
Apr	5,688	2,797	49.2%	2.9%
May	6,137	3,039	49.5%	-7.9%
Jun	15,034	4,799	31.8%	-4.7%
Jul	10,459	3,681	35.2%	1.2%
Aug	8,122	3,253	40.1%	3.6%
Sep	9,401	2,858	30.4%	-3.6%
Oct				
Nov				
Dec				



Interfuse Complete Step 2

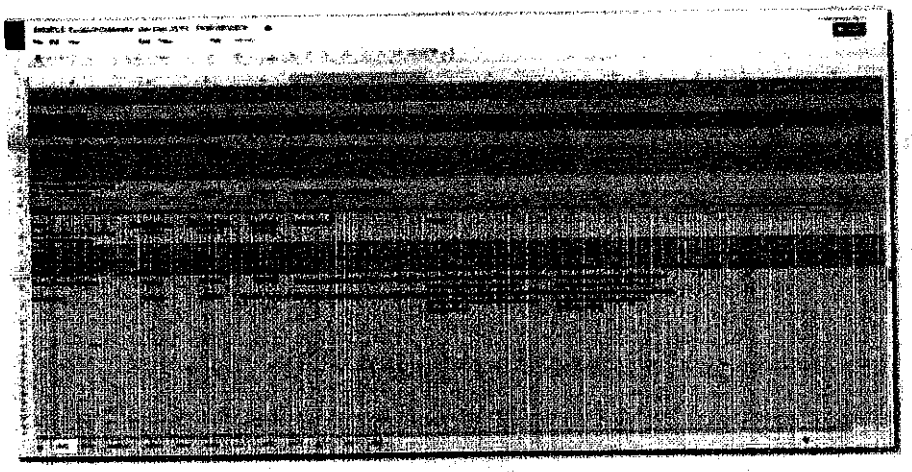
EXECUTE THE STRATEGY

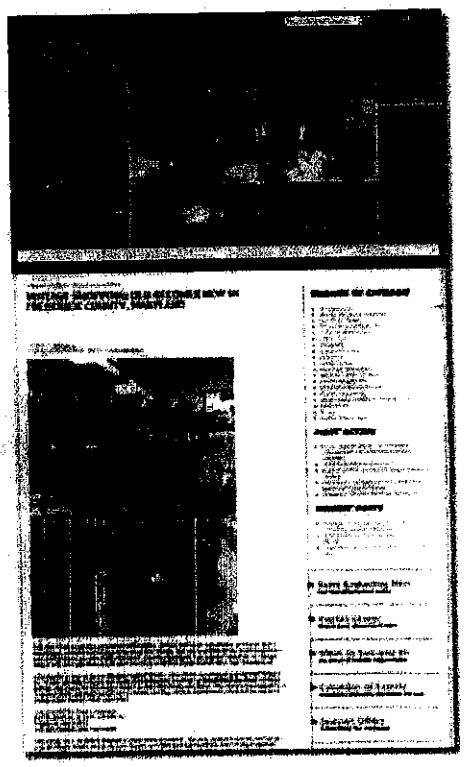


Content

Includes:

- Annual content calendar development
- Bi-weekly content review meetings
- Real-time collaboration

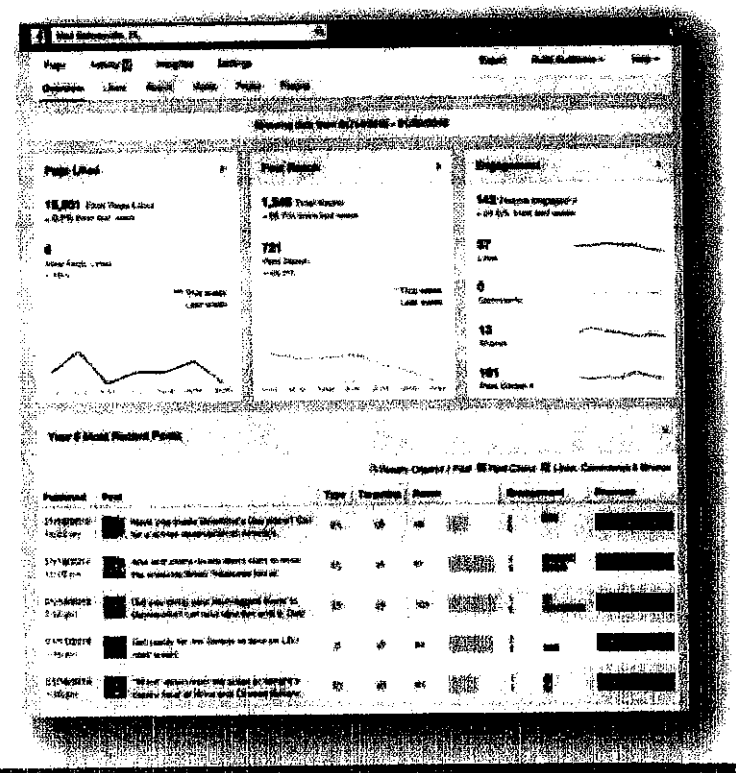




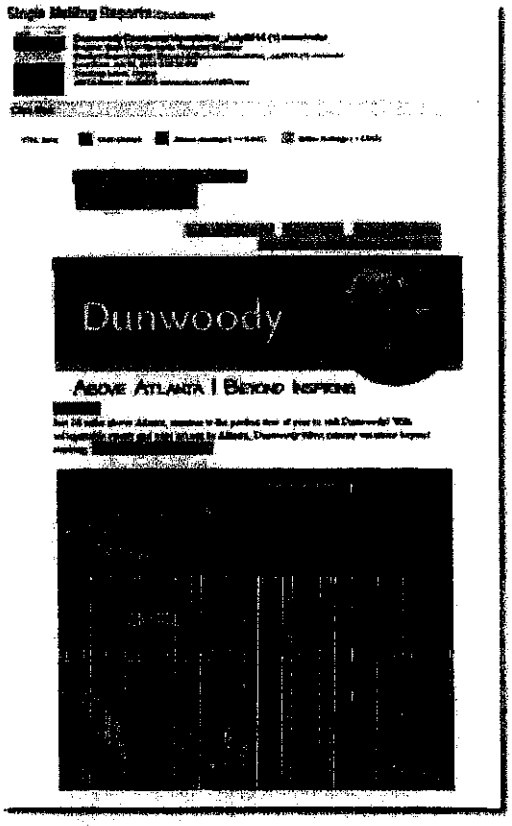
Social

Includes:

- Proactive social relationship management
- Platform-specific strategy development and content distribution
- Cross-platform user engagement
- Daily per-platform posts



Email



Includes:

- CAN-SPAM Compliance administration
- Database management with custom web-form data entry
- Advanced email marketing strategy elements:
  - Dynamic content
  - Custom list segmentation
  - Implied interest tracking
  - "Drip" campaigns

SILVERPOP

Total Spend over 12 months

Service	Includes	Duration	Additional Investment
Interfuse Complete		12 Months	$24,000

TOTAL over 2016-2017 $24,000

Thank you for your consideration

We look forward to working with you!

Michael Robertson
Director of Client Relations/Sales
mrobertson@interfuse.com
470.554.7157 ext 309

interfuse

interfuse

Levy County, FL Visitors Bureau

INTERFUSE COMPLETE DELIVERABLE SCHEDULE

Michael Robertson, Director of Client Relations/Sales
mrobertson@interfuse.com

interfuse

INTERFUSE COMPLETE MONTHLY DELIVERABLES

Month 1

Insights Phase

Google Analytics Audit
Online Reputation Audit
Media Plan Historical Review
Competitive-set Social Footprint Analysis

Strategy Phase

SEO/SEM Keyword Strategy
Social Media Content Strategy
Email Marketing Content Calendar

Execution Phase

Email Newsletter HTML/E-newsletter Template Creation
Email Newsletter Email Blast
Email Newsletter Metrics Report
Monthly Website Metrics
Monthly Social Media Metrics
SEO/SEM Report

interfuse

Month 2

Insights Phase

Metrics Review & Analysis

Strategy Phase

Strategy Adjustment/Optimization

Execution Phase

Email Newsletter Email Blast Email
Newsletter Metrics Report Monthly
Website Metrics Monthly Social
Media Metrics SEO/SEM Report
SEO Rich/Native Content Generation

interfuse

Month 3

Insights Phase

Metrics Review & Analysis

Strategy Phase

Strategy Adjustment/Optimization

Execution Phase

Email Newsletter Email Blast
Email Newsletter Metrics Report
Monthly Website Metrics
Monthly Social Media Metrics
SEO/SEM Report
Quarterly Summary Report

Month 4

Insights Phase

Quarterly Metrics Review & Analysis

Strategy Phase

Strategy Adjustment/Optimization

Execution Phase

Email Newsletter Email Blast
Email Newsletter Metrics Report
Monthly Website Metrics
Monthly Social Media Metrics
SEO/SEM Report
SEO Rich/Native Content Generation

Month 5

Insights Phase

Monthly Metrics Review & Analysis

Strategy Phase

Strategy Adjustment/Optimization

Execution Phase

Email Newsletter Email Blast
Email Newsletter Metrics Report
Monthly Website Metrics
Monthly Social Media Metrics
SEO/SEM Report

interfuse

Month 6

Insights Phase

Monthly Metrics Review & Analysis
Quarterly Summary Report

Strategy Phase

Strategy Adjustment/Optimization

Execution Phase

Email Newsletter Email Blast
Email Newsletter Metrics Report
Monthly Website Metrics
Monthly Social Media Metrics
SEO/SEM Report
SEO Rich/Native Content Generation

Month 7

Insights Phase

Quarterly Metrics Review & Analysis

Strategy Phase

Strategy Adjustment/Optimization

Execution Phase

Email Newsletter Email Blast
Email Newsletter Metrics Report
Monthly Website Metrics
Monthly Social Media Metrics
SEO/SEM Report

Month 8

Insights Phase

Monthly Metrics Review & Analysis

Strategy Phase

Strategy Adjustment/Optimization

Execution Phase

Email Newsletter Email Blast
Email Newsletter Metrics Report
Monthly Website Metrics
Monthly Social Media Metrics
SEO/SEM Report
SEO Rich/Native Content Generation

Month 9

Insights Phase

Monthly Metrics Review & Analysis

Strategy Phase

Strategy Adjustment/Optimization

Execution Phase

Email Newsletter Email Blast
Email Newsletter Metrics Report
Monthly Website Metrics
Monthly Social Media Metrics
SEO/SEM Report
Quarterly Summary Report

Month 10

Insights Phase
Monthly Metrics Review & Analysis

Strategy Phase
Strategy Adjustment/Optimization

Execution Phase
Email Newsletter Email Blast
Email Newsletter Metrics Report
Monthly Website Metrics
Monthly Social Media Metrics
SEO/SEM Report
SEO Rich/Native Content Generation

Month 11

Insights Phase

Monthly Metrics Review & Analysis

Strategy Phase

Strategy Adjustment/Optimization

Execution Phase

Email Newsletter Email Blast
Email Newsletter Metrics Report
Monthly Website Metrics
Monthly Social Media Metrics
SEO/SEM Report

Month 12

Insights Phase

Monthly Metrics Review & Analysis
Quarterly Summary Report

Strategy Phase

Strategy Adjustment/Optimization

Execution Phase

Email Newsletter Email Blast
Email Newsletter Metrics Report
Monthly Website Metrics Monthly
Social Media Metrics
SEO/SEM Report
SEO Rich/Native Content Generation
Annual Summary Report

Levy County Board of County Commissioners

Agenda Item Summary

1. *NAME/ORGANIZATION/TELEPHONE:*	2. *MEETING DATE:*
PLANNING DEPARTMENT 352-486-5405	August 2, 2016

3. *REQUESTED MOTION/ACTION:*

For informational purposes only- update on the progress of the Planning Commission meetings regarding proposed amendments to the County's Comprehensive Plan.

4. *Agenda Presentation Time Requested:__0__* (Request will be granted if possible) ALLOTED TIME NOT MORE THAN 15 MINUTES	5. *IS THIS ITEM BUDGETED (IF APPLICABLE) ?: YES_ NO_ IF NO, STATE ACTION REQUIRED* BUDGET ACTION: FINANCIAL IMPACT SUMMARY STATEMENT: DETAILED ANALYSIS ATTACHED?: YES NO X BUDGET OFFICER APPROVAL DATE

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

Enclosed in your packets are copies of the last set of proposed amendments to our Comprehensive Plan. These were presented to the Planning Commission on July 11, 2016. Also included is this packet is the back up data and analysis for the Comprehensive Plan Evaluation and Appraisal. Staff plans to return to the BOCC with the entire proposed amendment package, complete with maps, data and analysis and proposed text changes, after it has been heard by the Levy County Planning Commission and a recommendation has been made to the Levy County Board of County Commissioners. At this time, it is estimated that the Levy County Planning Commission will review the complete amendment packet at its regular October 3, 2016 public meeting.

The deadline to transmit the Plan amendments to the Florida Department of Economic Opportunity is December 1, 2016.

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

DEPARTMENT DIRECTOR YES X NO	OTHER YES__ NO	OTHER YES__ NO	OTHER YES__ NO	COUNTY ATTORNEY YES_ NO	COUNTY COORDINATOR YES__ NO

8. *COMMISSION ACTION:*

__ APPROVED

__ DENIED

__ DEFERRED DATE TO BRING BACK:

__ OTHER SPECIFY:

LEVY COUNTY PLANNING DEPARTMENT

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

TO: Levy County Board of County Commissioners

FROM: Shenley Neely, Planning Director

DATE: August 2, 2016

Re: Draft Amendments to Comprehensive Plan

Dear County Commissioners:

Enclosed are proposed changes to Comprehensive Plan Elements to be discussed at your August 2, 2016 Board of County Commissioners meeting. These proposed changes were reviewed by your Planning Commissioners at their July 11, 2016 regular Planning Commission meeting, and a recommendation was made to approve the proposed changes as presented.

Your packet contains proposed changes to the final set of Comprehensive Plan elements: *Recreation and Open Space*, *Conservation*, *Coastal Management* and *Springs Protection.*

Staff plans to bring the complete amendment packet to the Planning Commission for a public hearing and recommendation to the Board of County Commissioners at a meeting scheduled for October 3, 2016. Following this meeting, it is anticipated that the Board of County Commissioners will then hear the final complete amendment packet and vote to 'transmit" the proposed amendments to the Florida Department of Economic Opportunity by the December 1, 2016 required deadline.

Once the Board transmits the amendments to the state, staff will need to respond to the states' Objections, Recommendations and Comments Report (ORC) before the proposed amendments are finally and officially taken to the Board to be "adopted" by the County.

Thank you.

Levy County Data and Analysis Report for 2016 Comprehensive Plan Evaluation and Appraisal

This Data and Analysis Report is a supplement to the existing Data and Analysis Report for the Levy County Comprehensive Plan. It provides an update of conditions since the 2008 adoption of the Comprehensive Plan. Information in this report includes:

- Population projections
- Areas of new development within the County 2006-2015
- Changed conditions since the 2008 Comprehensive Plan
- Acreage information & breakdown by future land use category

Population Projections

The following table illustrates the 2010 Census population count for the Levy County unincorporated area and the Bureau of Economic and Business Research projections (2015) for the unincorporated area through the year 2040. Assumptions associated with these projections are shown at the end of the table.

Year	Population
2010	31,527
2015	31,589
2020	33,554
2025	35,536
2030	37,265
2035	38,722
2040	40,105

Assumptions:

1. No annexations of populated unincorporated areas.
2. No reduction in existing residential densities as shown on the Future Land Use Map.
3. The local, state, and national economies will remain stable during the projection period.

As indicated in the table, over the Planning period, the unincorporated area is expected to grow from the 2010 Census population of 31,527 to 40,105. This represents a 27.2% growth rate over the 30-year period or approximately a 0.91% annual population increase.

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Areas of New Development in Unincorporated Levy County

Map 1 (see attachments) illustrates areas within unincorporated Levy County where development has taken place in the years 2006-2015. During this time period, 743 building permits were issued for new home construction and 867 permits were issued for new mobile homes.

Changed Conditions since the 2008 Comprehensive Plan

The primary changes since the 2008 adoption of the Comprehensive Plan are:

1. The discovery of mapping errors that resulted in some parcels (and their associated acreages) being incorrectly placed in municipalities. The discovery of the errors is due to the transition from paper mapping to more exact Geographic Information System (GIS) mapping. As a result, there is an increase in acreage in several locations.
2. Annexations of unincorporated areas into the various municipalities in Levy County.

The following table illustrates the additions in acreage caused by the 2005 mapping errors. The cities are listed showing the acreage that should have been included in the Levy County unincorporated area.

Acreage added to Levy County Unincorporated Area from Incorrect Municipal Placement

From City	Acreage
Fanning Springs	20.0
Chiefland	20.95
Williston	7.35
Otter Creek	288.3
Inglis	252.15
TOTAL:	**588.75**

Since the adoption of the 2008 Levy County Comprehensive Plan, there have been several annexations of unincorporated areas into municipalities. The following table shows the loss of unincorporated area acreage due to annexations by each municipality. Map 1 in the attachments illustrates in yellow shading the areas of annexations that have occurred since the 2008 Plan.

Reduction in Unincorporated Area Acreage Due to Annexation

City	Acreage
Fanning Springs	-367.06
Chiefland	-1375.49
Williston	-267.91
Otter Creek	-6.0
Cedar Key	-10.4
TOTAL:	**2,026.86**

The net result is that the unincorporated area contains 1,438.11 fewer acres than it had in the 2008 Comprehensive Plan. This is due to the loss of acreage from annexations being larger than the additions of acreage added from the mapping errors.

Acreage information & breakdown by Future Land Use Category

Approximately 97.2% of the total acreage in Levy County (701,170 acres) falls within the unincorporated area. Within the unincorporated area there are 40,083 parcels with an acreage total of 681,461.2 acres.

The table below illustrates the unincorporated area acreage by Future Land Use Category.

Future Land Use Category	Acreage	Percentage	Density
Natural Reservation (NR)	122,315	17.9%	None
Forestry/Rural Residential (F/RR)	292,016	42.9%	1/20 acres
Agricultural/Rural Residential (A/RR)	220,099	32.3%	1/10 acres
Rural Residential (RR)	27,035	4.0%	1/3 acres
Urban Low Density Residential (LDR)	12,955	1.9%	1/1 acre
Urban Medium Density Residential (MDR)	1,288	0.2%	5/1 acre
Urban High Density Residential (HDR)	0	0.0%	12/1 acre
Commercial (C)	1,051	0.2%	None
Industrial (I)	179	0.03%	None
Recreation (REC)	160	0.02%	None
Public & Institutional Facilities (PUB)	4,364	0.64%	None

As can be noted from the table, the largest percentage of land (42.9%) is in the Forestry/Rural Residential category. Additionally, the Agricultural/Rural Residential category is 32.3%, and the Natural Reservation category is 17.9% of the unincorporated area. These three categories account for 93.1% of the acreage in unincorporated Levy County. This reflects the rural nature of the unincorporated area.

The table that follows illustrates the amount of vacant acreage in each of the future land use categories. Land that is in active agricultural use and natural reservation acreages were not included in the vacant, developable acreage totals because it is assumed those lands will remain undeveloped during the planning period. Acreage in use for active or passive recreation was also excluded from the developable, vacant acreage totals.

Future Land Use Category	**Vacant Acreage**	**Percent Vacant**	**Developable, Vacant Land**
Natural Reservation (NR)	122122.91	99.84%	0
Forestry/Rural Residential (F/RR)	268036.28	91.79%	268036.28
Agricultural/Rural Residential (A/RR)	147785.85	67.15%	0
Rural Residential (RR)	14575.93	53.92%	14575.93
Urban Low Density Residential (LDR)	6513.38	50.28%	6513.38
Urban Medium Density Residential (MDR)	653.51	50.74%	653.51
Urban High Density Residential (HDR)	0	0	0
Commercial (C)	119.64	11.38%	119.64
Industrial (I)	26.28	14.68%	26.28
Recreation (REC)	159.97	100.00%	0
Public & Institutional Facilities (PUB)	4300.94	98.55%	4300.94

RECREATION AND OPEN SPACE ELEMENT

GOALS, OBJECTIVES AND POLICIES

Element Guide:

Objective 1 **Public Park and Recreation**
- Park and Recreation Level of Service Standards
- Public Boat Ramps
- Public Fishing Piers
- Canoe Trail System

Objective 2 **Public and Private Recreation**
- Recreational Development Guidelines
- Community and Neighborhood Park Development

Objective 3 **Open Space**
- Open Space Level of Service
- Natural Resource Protection
- Flood-prone Areas
- Mitigation

Goal:

Maintain and improve activity and resource based recreation facilities and open space systems to meet the future needs of residents in Levy County.

Objective 1 Public Park and Recreation

Ensure that park and recreational opportunities are adequately provided and available to the public including, access to beaches, shoreline, and other waterways, at the adopted level of service to accommodate the County's population growth.

Park and Recreation Level of Service Standards

Policy 1.1 The level of service will be measured by summing the total County and public owned acreage by park type and dividing by the current estimates of County population in the unincorporated areas.

Policy 1.2 The level of service standard for public parks and recreation shall be two (2) acres per one thousand (1,000) persons. The County shall incorporate adopted level of service standards in the ~~L~~land ~~D~~development ~~R~~regulations ~~and~~ to ensure that no development will lower the level of service below ~~minimum~~ adopted standards.

Policy 1.3 Roadways, parking and other facilities will be properly maintained and improved based on recreational demands and Transportation Circulation Element scheduling and development guidelines.

Policy 1.4 Construction and improvement plans to existing freshwater and saltwater beaches and in vegetative areas adjacent to rivers, springs and freshwater lakes will be coordinated with appropriate

regulatory agencies during the permitting process to ensure the protection of the County's natural resources.

Public Boat Ramps

Policy 1.5 County owned and/or maintained boat ramps will be continually monitored by the Parks Department to evaluate the efficiency of existing facilities, and identify needed improvements and modifications.

Policy 1.6 The County shall pursue Florida Boating Improvement Program (FBIP) funds and other grant programs for the development of boat ramps. Priorities and future expenditures of those monies will be based on the recommendations from the Parks and Recreation Department.

Policy 1.7 New boat ramp locations will be evaluated and selected based on the environmental suitability of the site. Selection criteria will include, but is not limited to, rating the potential level of environmental disturbance and the adverse impacts to the manatees.

Public Fishing Piers

Policy 1.8 The County will investigate the feasibility of constructing and maintaining public fishing piers and boat docks and identifying alternative facility locations. The Parks Department will evaluate funding sources, needs and options, in coordination with appropriate municipalities, state and federal permitting agencies, the Grants Coordinator and the County Engineer. To promote self-supporting facilities, the leasing and rental of the facilities may be considered.

Canoe Trail System

Policy 1.9 The County supports the development and promotion of the Big Bend Paddling Trail, a system of inter-connected freshwater and saltwater canoe trails, utilizing the Suwannee, Wekiva and Withlacoochee Rivers and the Gulf of Mexico. This effort will be coordinated with the various agencies maintaining public ownerships which might own land to be utilized as primitive or improved camping and/or rest areas.

Objective 2 Public and Private Recreation

Coordinate public and private resources to meet the County's recreational needs based on population growth and the demands generated by new development.

Policy 2.1 The County shall develop and adopt incentives in local ordinances for developers to provide recreation facilities and buffers for open space in their developments.

Policy 2.2 The County shall develop and adopt incentives and/or require developers to provide recreation facilities in their developments, before pursuing funds from state or federal sources to provide recreational facilities and infrastructure.

Recreational Development Guidelines

Policy 2.3 Standards in the ~~L~~land ~~D~~development ~~R~~regulations shall require developments of certain sizes and densities including, but not limited to, residential Planned Unit Developments and Developments of Regional Impacts to provide on-site recreational land dedications to serve the new

residents. To the maximum extent possible, open space and recreation lands shall be designated in a manner that protects environmentally sensitive features of the land.

Policy 2.4 The following park types and sizes shall be utilized as guidelines and may be the basis for the providing of recreational sites for public acquisitions and by proposed developments of a certain size, density and intensity.

Type of Park	Standard	Minimum Size
a. Neighborhood Park - *Description-* a park that serves the population of a neighborhood and is generally accessible by bicycle and pedestrian ways	Two (2) acres per one thousand (1,000) persons	five (5) acres
b. Community Park- *Description-* a park located near major roadways, and designed to serve the needs of more than one neighborhood	Three (3) acres per one thousand (1,000) persons	Twenty-five (25) acres

Policy 2.5 The County will consider the adoption of alternative methods for new developments to meet recreational requirements. Options may include, but are not limited to, on site dedication of land for neighborhood or community recreational facilities, fee in lieu of providing land dedication, and off-site acquisition and management of land for recreational purposes. Fees obtained in lieu of on-site development of recreational facilities shall be utilized for current or future community recreational site and facility improvement needs.

Community and Neighborhood Park Development

Policy 2.6 The development of community and neighborhood parks will be encouraged in or around the most rapidly developing urban areas. Funding of recreation facilities will be allotted to each municipal recreation service area based on its population.

Policy 2.7 The site selection process for community and neighborhood parks will be coordinated through the Parks Department, Planning Department and Development Department. County, municipal and/or school sites will be utilized as the nucleus for these parks to reduce costs and maximize utilization.

Policy 2.8 The County will seek to establish an interlocal agreement with the Levy County School Board to provide the multiple-use of school recreational facilities to meet the community need for playgrounds.

Policy 2.9 The County will pursue agreements with the appropriate entity to provide for recreational uses of designated Natural Reservation on the Future Land Use map, consistent with park management plans.

Funding

Policy 2.10 Municipal, state and federal financial assistance for County recreational expenditures shall be pursued annually and incorporated in the County budget.

Policy 2.11 The County will investigate methods to fund infrastructure and services to encourage self-supporting recreational facilities, including users fees, leases and rentals.

Objective 3 Open Space

Promote efficient and attractive development patterns and preserve the environmentally sensitive features of the land through the adequate provision of open space by public agencies and private enterprise.

Open Space Level of Service

Policy 3.1 The level of service standard for Open Space is one hundred (100) acres per one thousand (1,000) persons.

Policy 3.2 The dedication of open space shall be required in new subdivisions through ~~L~~land ~~D~~ development ~~R~~regulations. Standards for the provision of open space for new developments will be implemented through the Subdivision Regulations. Using the Greenbelt Law shall be a means of achieving the open space standard.

Natural Resource Protection

Policy 3.3 Promote the acquisition of open space by public agencies and private enterprise and the development of natural environmental areas with picnicking, camping, hiking, boating and other improvements.

Policy 3.4 In coordination with appropriate state and federal agencies, identify areas of local interest for acquisition of open space and natural reservations and, promote the education of local landowners on potential tax and public relations benefits associated with land dedications and donations.

Policy 3.5 Natural Reservation areas, owned by state or federal entities, shall be designated on the Future Land Use map series and protected from incompatible land uses.

Policy 3.6 The County endorses the acquisition and development of natural areas that will continue to improve the quality of resource-based recreation opportunities throughout the County. The County is generally opposed to, and does not support, efforts to place large acreage in public ownership with no plans for public utilization.

Flood-prone Areas

Policy 3.7 Identify flood-prone areas on public and private lands and reserve those areas for open space, and/or appropriate recreational activities [ball fields, picnic areas, nature trails, open space, etc.]

Mitigation

Policy 3.8 Promote the reclamation of mined areas for recreational and other purposes.

Policy 3.9 Prepare and consider for adoption local ordinances dealing with mine reclamation for recreation purposes. For pre-existing (prior to July, 1996) mines overburden will be leveled pursuant to LDR's upon closure and prior to the issuance of new permits.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES

Element Guide:

Objective 1 **Air Quality**
- Open Space and Tree Protection

Objective 2 **Natural Resource Protection**
- Environmentally Sensitive Lands
- Natural Reservations
- Unique Vegetative Communities/ Multi-Jurisdictional

Objective 3 **Soils, Minerals and Native Vegetative Communities**
- Land Use and Natural Resource Map Series
- Mineral Resources and Mining

Objective 4 **Forestry / Wildlife Habitat Conservation**
- Forest Lands
- Saw timber Production
- Tree Ordinance
- Development / Plat Review
- Forest Management

Objective 5 **Endangered and Threatened Wildlife**
- Wildlife Habitat Management
- Wildlife Assessment and Management Plan

Objective 6 **Protect the Quality and Quantity of Current and Projected Water Sources**
- Wellfield Protection
- Aquifer Protection
- Freshwater and Environmentally Sensitive Coastal Areas

Objective 7 **Fisheries and Marine Habitat**
- Waterfront Development Guidelines

Objective 8 **Aesthetics**

Objective 9 **Hazardous Waste**

Objective 10 **Wildfire Mitigation**

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Goal:

Protect, conserve, enhance, or appropriately use the County's natural resources in a manner which maximizes their long term viability and economic, recreational and natural value.

Objective 1 Air Quality

Protect and maintain the air quality for the benefit of all citizens by meeting or exceeding State Air Quality Standards.

Open Space and Tree Protection

Policy 1.1 Enhance air quality by preserving trees, natural vegetation and open spaces through provisions in the ~~L~~land ~~D~~development ~~R~~regulations for tree preservation, buffering, and recreation and open space.

Policy 1.2 Discourage industry that produces heavy air emissions from locating within the eCounty.

Policy 1.3 Coordinate the review of proposed developments or activities that may have an adverse impact on air quality with appropriate agencies (i.e., EPA, DEP) to ensure that State and Federal air quality standards are met.

Objective 2 Natural Resource Protection

Maintain and enhance the environmental, economic and recreational quality of the County by conserving and protecting environmentally sensitive lands, ecological systems, and Natural Reservations.

Environmentally Sensitive Lands (ESL)

Policy 2.1 Environmentally sensitive lands shall be designated and shown on the Future Land Use map series as an overlay zone based on the following criteria. ESLs shall include:

a. Tide-influenced salt marshes, mangroves, shorelines and barrier/offshore islands.

b. Historic and archaeological sites.

c. State and federal preserves, refuges and wildlife management areas, including the Cedar Key Scrub Preserve and all other habitats of threatened or endangered species.

d. Freshwater and coastal springs, swamps, marshes, wetlands as defined by the Department of Environmental Protection. Streamside management zones and along the Suwannee, Wacassassa and Withlacoochee Rivers, and each of the rivers and spring-fed tributaries.

e. County, Regional and/or State recreation areas.

f. Wellhead Protection Areas.

g The 10 and 100-year floodplain.

h. Coastal and Riverine Flooding Areas as defined in Future Land Use Element, Policy 1.2-Conservation Land Use.

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

Policy 2.2 Environmentally Sensitive Lands designated shall be protected using the following guidelines and standards:

a. Identifying ESL on the Future Land Use map series.

b. Coordinating the review of proposed residential and non-residential development within or adjacent to ESL areas with the appropriate state resource agencies. Protective measures and mitigation, if applicable, shall be documented by the developer and approved by the appropriate regulatory agency prior to the issuance of County development approval, provided, however, that such prior approval is not required for land use applications associated with projects subject to the Florida Electrical Power Plant Siting Act, Sections 403.501 through 403.518, Florida Statutes.

c. Limiting land uses in floodprone areas (i.e., 100 year floodplain) to rural/low density residential, agricultural uses and non-residential uses consistent with Conservation Element Policies including, but not limited to, Policy 3.1 and 6.1 and Future Land Use Element 1.2;

d. Require that proposed Planned Units ~~of~~ Developments (PUDs) within ESL areas meet or exceed standards established in Chapter 380.061 ~~and Rule 9J-28~~, Florida Quality Development.

Unique Natural Areas / Suwannee River System Protection

Policy 2.3 Unique natural areas within the 100-year floodplain adjacent to the Suwannee River system shall be identified and protected. The identification of unique natural areas shall be based on the best available information, including but not limited to, vegetative land cover mapping, resource investigations, and site investigations. Long range strategies for protecting unique natural areas shall be coordinated with state and regional resource management agencies. The review of proposed development shall be coordinated with the Suwannee River and Southwest Florida Water Management Districts.

Policy 2.4 County-owned facilities within the 100-year floodplain of the Suwannee River system shall be maintained in a manner that prevents any potential adverse impacts to the Suwannee River system such as erosion, release of inadequately treated stormwater or wastewater, or the accumulation of trash and debris.

Natural Reservations

Policy 2.5 The County will coordinate land use plans and the review of proposed developments adjacent to Natural Reservations with appropriate resource management agencies. Notification of requests to increase density or intensity on parcels that are abutting lands designated with the Natural Reservation Future Land Use Map designation, or abutting lands which have been acquired by government or non-profit agencies and are managed for the purpose of conservation, shall be provided to the entity responsible for the management of the land. Comments shall be requested related to the impact of the proposed development on the presence of listed species of plants, animals, natural community type, hydrological impacts, land management requirements, prescribed burning and recreational use.

Policy 2.6 Land ~~D~~development ~~R~~regulations shall be developed and used to promote compatibility with adjacent land uses and to minimize the impact of development on the natural resources in the area. For all properties abutting Federal or State Wildlife Management Areas and Federal or State Forests within Natural Reservation (NR) areas, the County will require a minimum 100-foot naturally vegetated buffer, in which structures are prohibited. Uses within the 100-foot naturally vegetated buffer will be limited to agriculture, silviculture, and passive uses such as footpaths, hunting and horseback riding. Variances from the prohibitions against construction of structures within the 100-foot buffer may be allowed only when, owing to the special shape, size or physical features, such as the presence of wetlands, the buffer would result in the preclusion of all reasonable use of the parcel. When a variance is permitted, encroachment into the buffer will be limited to the minimum needed to allow for reasonable use of the parcel. No variances will be granted allowing impacts to wetlands or listed species habitat within the buffer.

Policy 2.7 State, ~~or~~ federal, regional or local government, and non-profit agency acquisitions of public/park lands will be designated as Natural Reservation on the Future Land Use Map through a Future Land Use Map amendment or the ~~EAR-based~~ Evaluation and Appraisal amendment process.

Policy 2.8 Measures such as, the regulation of density, buffering, setback and open space requirements will be utilize to protect existing property designated Natural Reservation from encroachment by incompatible land use. Development on property abutting lands designated on the Future Land Use Map as Natural Reservation or lands which have been acquired and are managed by a government agency for the purpose of conservation, shall exhibit best environmental management practices such as designing in the context of the natural features of the landscape (including the consideration of topographic and stormwater features, existing vegetation, and soil types), to avoid and minimize adverse environmental and visual impacts. The major criteria for approval shall be the continued functioning, with the minimum disturbance, of the ecosystem that the development is impacting.

Policy 2.9 Septic tanks and drainfields shall be sited in a manner to protect Natural Reservation areas, and lands that have been acquired by and are managed by a government or non-profit agency for the purpose of conservation, from the discharge of improperly treated effluent. The use of advanced secondary treatment systems may be required in environmentally sensitive lands areas, when determined by the Board of County Commissioners to be necessary for the protection of environmental health and ecosystems.

Policy 2.10 Management Plans shall be prepared and implemented for environmentally sensitive areas within county-owned or controlled Natural Reservation areas.

Unique Vegetative Communities/ Multi-Jurisdictional

Policy 2.10 The County will assist regulatory agencies in protecting unique vegetative communities located within the various jurisdictions by regulating land uses contiguous to the unique communities.

Policy 2.11 The County will develop intergovernmental agreements to help protect, conserve, or preserve identified unique vegetative communities in contiguous municipalities or counties.

Objective 3 Soils, Minerals and Native Vegetative Communities

Conserve and protect native vegetative communities, mineral resources, farm and forest lands, and preserve the natural drainage functions of the soils through the appropriate use of land.

Policy 3.1 Development proposals will be reviewed to ensure that environmentally sensitive features of the land are protected and impacts to wetlands are avoided, minimized, or mitigated commensurate with the quality of the wetlands system affected. Impacts to "high quality" wetlands on site will be limited to development of necessary improvements consistent with plans approved by state and federal regulatory agencies, for which no practicable alternative location exists, and mitigation shall be required consistent with conditions imposed by the regulatory agencies. High quality wetlands are herein defined as undisturbed wetlands or wetland that contain significant existing nesting habitat for listed wildlife species or significant existing habitat for listed plant species. Topographical characteristics, soils suitability and limitations, potential impact to surface and groundwater flow and quality and a floodplain assessment shall be reviewed prior to issuance of any development approval.

The methods used to protect sensitive features of the land and to address physical and environmental limitation of the land shall be documented by the developer prior to the issuance of development approval, provided, however, that such prior approval is not required for land use applications associated with projects subject to the Florida Electrical Power Plant Siting Act, Sections 403.501 through 403.518, Florida Statutes.

Land Use and Natural Resource Map Series

Policy 3.2 A Land Use and Natural Resource Map series, showing county-wide environmental resources, locally important farm and forestry land, mineral resources, karst features, springs and the Springs Protection Zone (SPZ) and Future Land Use information shall be utilized in the review of proposed developments. The Developer shall document potential impact to these resources and methods used to protect, conserve and preserve them.

The map series will show the following characteristics:

a.	Natural Resources -	Soil types, native vegetative communities, mineral resources and, geologic surface water and groundwater information.
b.	Land Use Information -	Areas designated for urban and rural development. Future Land Use categories for Agricultural, Residential and Non-Residential land uses and Environmentally Sensitive Lands.
c.	Development Potential -	A composite map illustrating the suitability and limitations for various types of land use and development including, but not limited to agricultural, residential, non-residential uses.

Soils

Policy 3.3 The County will continue its support of the Levy County Soil and Water Conservation District (SWCD), and the Institute of Food and Agricultural Sciences (IFAS) and its Cooperative Extension Service.

Policy 3.4 The *Soil Survey of Levy County* will be used to identify soil suitability and limitations to support land use decisions. On-site soil characteristics and constraints will be one of the determining factors in land use changes that involve the increase of intensity and density.

Policy 3.5 The review of proposed development will be coordinated with the County Agricultural Extension service, SWCD and other appropriate agencies to ensure that agricultural resources are protected.

Mineral Resources, Mining and Excavation

Policy 3.6 Areas identified as containing commercially valuable mineral resources suitable for extraction will be conserved and protected from the encroachment of incompatible land uses and development. Land ~~D~~development ~~R~~regulations and Future Land Use plans will be used to enhance compatibility among existing uses and future development in the area.

Policy 3.7 A buffer shall be required to physically separate mining operations and adjacent land uses to protect the public health, safety and welfare and to preserve the character of the area. The buffer shall be provided to minimize the impact of dust, noise, traffic and other undesirable impacts associated with mining activities.

Policy 3.8 Environmentally Sensitive Lands including, but not limited to, coastal resources and designated areas of critical state concern, will be protected from mining operations.

Policy 3.9 Promote the restoration and future use of mined or excavated lands through ~~L~~land ~~D~~ development ~~R~~regulation reclamation standards.

Policy 3.10 The County will develop performance standards that will permit the monitoring and early detection of water contamination or excessive run-off into adjacent areas resulting from mining, agricultural or construction excavations.

Policy 3.11 Excavated slopes will be protected from erosion by:

a. Immediate establishment of vegetative cover, terraces, mulches or a combination of these practices as appropriate, on excavated slope areas.

b. Preservation of dense vegetative stands adjacent to excavation and site stripping activity to prevent water run-off.

Policy 3.12 Encourage the use of rejuvenation practices for managed forested lands to reduce or eliminate excessive water run-off or water contamination problems.

Policy 3.13 Run-off from excavation or construction sites shall be required to have the same volume, rate of flow and equal or improved quality relative to pre-development and ambient conditions.

Policy 3.14 All excavation activities, inclusive of pumping, will employ water conservation practices.

Objective 4 Forestry / Wildlife Habitat Conservation

Encourage the long-term conservation and proper management of forest lands in the County to ensure a continuous yield of forest products, habitats for wildlife, forest associated recreation, aesthetics, clean air and clean water.

Forest Lands

Policy 4.1 The County shall protect, conserve and encourage the continued productivity of forestry activities, discourage the encroachment of incompatible activities and promote compatibility among forestry and other uses by:

a. Limiting the densities and intensities of future growth in areas predominately used for forestry/agriculture.

b. Providing Subdivisions standards including, but not limited to, buffering, setback and clustering requirements.

Saw timber Production

Policy 4.2 Encourage the use of state legislated incentives and assistance to private landowners through forest management programs that promote compatible mixed uses, aesthetics, and lengthened timber rotation as a means of sustaining saw timber production.

Tree Ordinance

Policy 4.3 Unique or endangered native vegetation that will be adversely impacted or destroyed by proposed development shall be protected and conserved through tree preservation and open space requirements in the ~~L~~land ~~D~~development ~~R~~regulations.

Development/Plat Review

Policy 4.4 Forestry resource managers will be consulted in the review of proposed developments that are adjacent to public and/or private lands actively used for silviculture. Comments and concerns from the forestry managers will be addressed during the plat review process.

Policy 4.5 Native vegetative communities and agricultural/forestry lands shall be preserved, to the maximum extent possible, through the provision of open space, lot coverage and public dedication requirements for residential and mixed use development.

Forest Management

Policy 4.6 The State of Florida's *Silvicultural Best Management Practices* guideline and standards shall be followed in all forest management activities.

Policy 4.7 The County will protect lives and property from wildfires on unmanaged lands. In conjunction with the appropriate state, federal and regional agencies and property owners, Levy County shall implement, maintain, and promote land management practices that enhance fire protection, wildlife habitat and sustainable silviculture practices, including the use of prescribed burns and the control of invasive exotics. To further the effectiveness of these practices, requirements shall be included in the Land Development Regulations to inform and educate existing and new property owners that these practices, prescribed burns in particular, may be regularly employed nearby and may affect their property. The Board may authorize and/or request prescribed burning by the Division of Forestry, in accordance with the State of Florida's *Silvicultural Best Management Practices* guidelines and rules.

Objective 5 Endangered and Threatened Wildlife

The County, in cooperation with the Florida Fish and Wildlife Conservation Commission (FWC) and the Florida Department of Environmental Protection, shall identify the locations of, and protect endangered and threatened wildlife species.

Policy 5.1 The County shall regulate development and prohibit activities known to adversely affect the survival of endangered and threatened wildlife.

Wildlife Habitat Management

Policy 5.2 The habitat of any threatened or endangered species shall be managed to ensure survival of that species, with a population equal to or greater than existed prior to development. Mitigation activities shall sustain or increase the carrying capacity of that habitat in accordance with a State approved management plan (i.e., FDEP and FWC).

Policy 5.3 A portion of the land area in each subdivision or planned unit development that includes habitat for any listed, threatened or endangered species will preserve or restore native wildlife habitat. An adequate amount of land will be provided to support viable population of plant and animal species, including endangered and threatened species.

Wildlife Assessment and Management Plan

Policy 5.4 A wildlife assessment and protection plan, when applicable, will be required for proposed subdivisions and planned unit developments. Proposed development requests shall be referred to the appropriate regulatory agency to identify and ensure protection of threatened and endangered species and habitats.

Policy 5.5 The County shall request assistance from the Florida Department of Environmental Protection (FDEP) and Florida Fish and Wildlife Conservation Commission (FWC) in the development of wildlife management plans to protect and preserve identified endangered wildlife and species of special concern.

Objective 6 Protect the Quality and Quantity of Current and Projected Water Sources

Protect, appropriately use and conserve the quality and quantity of current and projected water sources within the County including surface water, springs, groundwater and waters that flow into the Gulf of Mexico.

Policy 6.1 Any activities known to adversely affect the quality and quantity of water sources will be prohibited by the County through adopted local ordinances and rules.

Policy 6.2 The County will coordinate plans for growth and development with the Suwannee River Water Management District (SRWMD) and the Southwest Florida Water Management District (SWFWMD) to protect the hydrological characteristics of the area. A development review process shall be developed to enhance the coordination and use of technical assistance services available to the County from the Water Management Districts.

Policy 6.3 Standards and criteria in the ~~L~~land ~~D~~development ~~R~~regulations for potable wells, cones of influence and water recharge areas shall be used to protect the quality of existing and future potable water resources from contamination.

Policy 6.4 Natural groundwater recharge areas, wellfield protection areas and surface waters shall be protected from activities, such as, inadequate stormwater management, inappropriate use of septic tanks, intense development in karst sensitive areas and inappropriate densities and intensities of development in areas identified environmentally sensitive land.

Policy 6.5 Large volume withdrawals of groundwater that could result in significant adverse impacts on potable water supply and natural ecosystems due to cone of depression effects shall be evaluated for their effect on municipal wellfield supplies and natural ecosystems before being permitted. Development shall only occur when adequate water supplies are concurrently available to serve such development without adversely affecting local or regional water resources or the natural ecosystem.

Policy 6.6 The County supports the philosophy of "local sources first" and shall seek to protect its water resources from being exported to other regions of the state through several strategies, including:

1. Participating in the development of the five-year work plans of the Suwannee River and Southwest Florida Water Management Districts;

2. Requesting to receive notice of any applications for the transfer of the County's waters, and advocating for water reuse and the development of alternate supply sources by such applicants;

3. Consider~~ing~~ ~~the establishment~~ participating in ~~of~~ a regional water supply authority pursuant to section ~~373.1962~~ 373.713 F.S. and;

4. Support appropriate legislation regarding consumptive use permitting and exercising vigilance through the County's legislative delegation.

Wellfield Protection

Policy 6.7 Prior to the issuance of development approval, proposed developments that require water withdrawals exceeding 100,000 g.p.d. from the Floridan aquifer shall be reviewed to ensure that the impacts of this development will not adversely impact the public interest and the environment.

The County will coordinate the review of proposed developments with the appropriate Water Management District to determine and/or identify potential impacts to:

a. Surrounding land uses;

b. Environmental quality;

c. Public health, safety and welfare.

d. Minimum flows and levels.

Policy 6.8 The ~~L~~land ~~D~~development ~~R~~regulations shall contain wellfield protection standards to protect public potable water wells from point and non-point source pollution or contamination. To protect the public potable water supply from possible contamination, the County shall establish wellhead protection zones (WHPZ) for existing and future community water systems. Primary and secondary protection zones shall be designated and allowable uses are listed below:

I. **Primary WHPZ.** This zone is defined as lands within a 200-foot radius of the wellhead.

A. Allowable uses - existing residential uses, facilities and uses functionally related to the water supply system, open space, parks and playgrounds. For lots or parcels created on or before December 31, 1989, an exemption shall be allowed for one single family dwelling unit that may be within the primary zone of an existing wellhead.

B. Prohibited uses - Types of materials and substances listed, characterized, or identified as hazardous by F.A.C. Chapter 62-730.030. No impervious surfaces, except those that are existing residential uses or uses accessory to existing residential uses, playing courts, open-air shelters and other similar recreation facilities. For lots or parcels created on or before December 31, 1989, an exemption shall be allowed for one single family dwelling unit that may be within the primary zone of an existing wellhead.

II. **Secondary WHPZ.** This zone is defined as lands within a 660-foot radius of the wellhead.

A. Allowable uses: residential uses served by central sewer facilities, uses functionally related to the water supply system, open space, parks and playgrounds.

B. Prohibited uses -

1. Types of materials and substances listed, characterized, or identified as hazardous by F.A.C. Chapter 62-730.030. No impervious surfaces, except those that are accessory to residential uses, playing courts, open-air shelters and other similar recreation facilities.

2. Septic systems except for lots or parcels created on or before December 31, 1989.

3. Any man-made retention area except for stormwater treatment facilities.

4. The production, handling and/or storage of hazardous waste/materials.

5. Junkyard or salvage operations.

6. Effluent spray fields.

7. Landfills, sludge disposal sites or animal waste holding pond.

III. **New Wellfields** - Prior to development of any proposed wellfield, drawdown tests will be conducted by the applicant for the purposes of establishing the extent of the cone of depression. No wellfields may be developed that would include any of the prohibited uses listed above within identified cones of influence and/or within primary and secondary WHPZ.

IV. **Existing Wellfields** - Existing uses within the WHPZs that violate the provisions of this policy shall be reviewed and evaluated in coordination with the Water Management Districts to determine any risk to the health, safety and welfare from contamination of the water source. Remedial actions, when required, shall be identified and coordinated with the Water Management District at the conclusion of the review and evaluation.

Policy 6.9 Soil tests shall be required for all proposed developments prior to the issuance of septic tank permits, approval of sewer treatment plants, or approval of solid waste disposal sites.

Policy 6.10 Developers shall obtain all permits required by the Florida Department of Environmental Protection, the Suwannee River Water Management District or the Southwest Florida Water Management District prior to the issuance of a development permit, provided, however, that such prior approval is not required for land use applications associated with projects subject to the Florida Electrical Power Plant Siting Act, Sections 403.501 through 403.518, Florida Statutes.

Policy 6.11 New developments meeting a specified threshold size ~~and~~ will be required to evaluate geologic hazards on-site prior to development.

Policy 6.12 Emergency conservation measures will be mandated to minimize the impacts of drought and protect the supply of potable water, upon request from the Southwest Florida Water Management District and the Suwannee River Water Management District. When deemed necessary, the County will consider developing an emergency water conservation plan and level of service (LOS) for use in establishing water conservation targets and measuring the effectiveness of water conservation initiatives.

Aquifer Protection

Policy 6.13 Aquifer Recharge Areas will be protected from development impacts through ~~L~~land ~~D~~development ~~R~~regulations to regulate filling and establish imperious lot coverage and stormwater management standards. The retention of soils and covering vegetation to filter water and recharge the aquifer shall be encouraged for proposed development sites.

Policy 6.14 Innovative site design and construction materials (i.e. permeable ~~P~~paving blocks and other paving alternatives) which retain soil permeability will be encouraged through density bonuses or other incentives.

Policy 6.15 Preservation of open space lands shall be encouraged in areas of high natural recharge, wetlands areas, and in areas identified as Environmentally Sensitive Land.

Freshwater and Environmentally Sensitive Coastal Areas

Policy 6.16 Development in a natural freshwater, wetland and environmentally sensitive coastal areas will be prohibited or regulated to protect and preserve those areas strongly dependent on natural hydrologic processes. However, development necessary for essential public uses may be allowed in such areas consistent with Conservation Element Policy 3.1.

Policy 6.17 Through coordination and technical assistance from the water management districts in the development review process, water quality and quantity shall be addressed and protected. The owner/developer of any site shall be responsible for the management of runoff in a manner that the volume of runoff does not exceed pre-development conditions.

Objective 7 Fisheries and Marine Habitat

Preserve, protect and enhance the coastal marine systems along the County's coastline and provide waterfront development guidelines.

Waterfront Development Guidelines

Policy 7.1 The County will regulate dredging, waterfront development, filling, construction of roads and similar activities with proximity to coastal estuaries, grass beds, hammocks or salt marsh by enforcing ~~L~~land ~~D~~development ~~R~~regulations.

Policy 7.2 The County will protect off-shore fishing beds from poor water quality and from the adverse impact of development using shoreline development standards set forth in the Coastal Management Element.

Policy 7.3 The County will continually review and improve the Zoning and Subdivision Regulations to protect and conserve the natural functions of existing soils, commercially important fish or shellfish locations, wildlife habitats, rivers, bays, lakes, floodplains, harbors, wetlands, estuarine marshes, freshwater beaches and shores and marine habitats. In addition, developers shall document measures taken to protect coastal resources and environmentally sensitive lands on site for proposed developments.

Policy 7.4 The County will continually review F.D.E.P. pollution studies and consider for adoption, recommended standards and guidelines to prevent or reduce water pollution.

Policy 7.5 The County will protect and preserve coastal resources through the implementation of standards and guidelines in the Coastal Management Element of this Plan.

Policy 7.6 The County encourages and supports the preservation of working waterfronts, as defined in s. 342.07, F.S.

Objective 8 Aesthetics

Protect and preserve the natural beauty and enhance the appearance of communities in the County through cooperative efforts of County, Municipal and private entities.

Policy 8.1 Maximize open space and improve aesthetics through the implementation of the Planned Unit Development (P.U.D.) Ordinance.

Policy 8.2 Funding sources will be investigated for joint County and ~~City~~ municipal beautification projects. Public education programs to promote environmental awareness shall also be encouraged.

Policy 8.3 The County will consider for adoption, codes, ordinances and regulations addressing the issues of signs, noise, dust, smoke, odor, landscaping, tree preservation, and other methods to enhance compatibility between adjacent uses.

Policy 8.4 The County will prepare and adopt a Landscape Ordinances to promote compatibility between residential and non residential land uses. On-site preservation of valuable shade and ornamental trees shall be encouraged to improve the appearance of the development site.

Objective 9 Hazardous Waste

Protect natural resources through the development and adoption of ordinances to provide standards and guidelines for hazardous waste management.

Policy 9.1 The County will incorporate provisions contained in the Hazardous Waste Management Plan into local ordinances.

Policy 9.2 Natural resources shall be protected from hazardous wastes, through implementing the hazardous waste assessment recommendations and through policies contained in the Solid Waste Sub-Element of the Infrastructure Element.

Objective 10 Wildfire Mitigation

Protect life, property, and the economy by eliminating or minimizing the present and future vulnerability to wildfire hazards.

Policy 10.1 Areas of high fire potential and populations in Levy County shall be identified, as adopted and mapped in the Levy County Local Mitigation Strategy, based on plant community type and development stage, canopy cover, hydrology, soils, slope and elevation. Mapping shall be reviewed annually and updated as necessary in response to changing fuel conditions and fire occurrence.

Policy 10.2 The County shall work with the Division of Forestry to educate the public, especially those at high risk from wildfires, and make them aware of proactive steps they can take to mitigate wildfire damage.

Policy 10.3 The County shall advance the directives and policies of local emergency management operational plans and the Levy County Local Mitigation Strategy.

Policy 10.4 Residential subdivisions in areas identified as high fire potential shall comply with the following minimum standards:

a. Complete and implement a wildfire mitigation plan specific to that subdivision, subject to review and approval by the Florida Division of Forestry, which shall be incorporated as part of the development plan or subdivision plat. The mitigation plan shall address the following:

1. The characteristics of the site and wildfire hazard rating for the site.
2. Specific recommendations for reducing the wildfire risk before and after development.
3. Incorporation of wildfire mitigation features into the development design, as applicable or required by the land development code, such as: defensible project perimeters; interior project fuel breaks; individual site defensible space; landscaping guidelines and plant material suggestions; placement of structures.
4. Review of landscaping and building plans for wildfire mitigation features.

5. Review of factors related to emergency response, such as: water supply; proximity to fire protection services; emergency access and infrastructure; and fuel management zones (greenspace) and vegetation maintenance.

b. Provide at least two ingress-egress routes.

c. Structures shall be designed to minimize the potential for loss of life and property from wildfire, through requirements in the land development regulations for outdoor sprinkler systems; fire-resistant building materials or treatments, landscaping with appropriate vegetation species, and site design practices such as fuel breaks and defensible space.

d. Streets, roads, driveways, bridges, culverts, and cul-de-sacs shall be designed to assure access by firefighting equipment, providing for weight class, cornering, turnaround and overhead clearance.

Policy 10.5 The County shall consider wildfire hazard when reviewing land use amendments for increases in density.

Policy 10.6 Residential subdivisions for which adequate wildfire mitigation cannot be provided, or that would preclude or severely limit the use of wildfire mitigation or natural resource management options such as prescribed fire, shall not be authorized in areas of high wildfire potential.

Policy 10.7 The County will explore the adoption of firewise building code requirements in high risk fire areas to reduce wildfire risk.

Policy 10.8 Cluster development will be encouraged in areas identified as high fire potential.

COASTAL MANAGEMENT ELEMENT

GOALS, OBJECTIVES AND POLICIES

Element Guide:

Goals:

Properly manage growth and development in coastal areas to: protect, maintain and enhance the natural function and environmental quality of existing coastal and estuarine resources; mitigate hazards and reduce the potential loss of life and property from natural disaster; and ensure adequate public access to the shoreline to provide economic, recreational and natural benefits from the County's coastal resources.

Objective 1 Coastal Resource Protection

Recognize and conserve the unique environmental characteristics of the Levy County Coastal Zone through land use planning and the implementation of ~~L~~land ~~D~~development ~~R~~regulations that protect marine life and coastal habitats from the adverse impacts of growth and development.

Coastal Resource Protection

Policy 1.1 The Levy Coastal Zone encompasses areas within the Coastal High Hazard Area. The County shall discourage incompatible future growth in the Coastal Zone and limit development of environmentally sensitive lands including, but not limited to, coastal marshes, wetlands, mangroves, and marine grass beds, as set forth in Conservation, Future Land Use and Capital Improvements Elements of the Plan.

Policy 1.2 Recreational activities within the Coastal Zone shall be limited to access purposes.

Policy 1.3 Coastal marshes and wetlands disturbed by development shall be restored to an area and condition equal or greater than the original state.

Policy 1.4 Levy County ~~L~~land ~~D~~development ~~R~~regulations shall require that endangered and/or pristine coastal marsh habitats are buffered from development impacts through coastal setback standards and open space requirements.

Policy 1.5 The scenic beauty of the Coastal Zone shall be conserved, protected and enhanced through the implementation and enforcement of ~~L~~land ~~D~~development ~~R~~regulations. Clustered and Planned Unit Development shall be encouraged in coastal areas to conserve natural landscape, preserve open space and to provide for the dedication of recreational land along shorelines.

Policy 1.6 Underground utilities shall be encouraged to maintain and enhance the aesthetic quality of the Coastal Zone.

Endangered ~~A~~ and/or Pristine Coastal Marsh Habitats

Policy 1.7 Endangered and/or pristine coastal marsh habitats shall be preserved in a natural state.

Policy 1.8 Endangered and/or pristine coastal marsh habitats shall be identified and protected from development activities. ~~The~~ Levy County shall coordinate the review of proposed development with appropriate State and Federal agencies to assist in the identification and management of coastal resources.

Policy 1.9 Endangered species that frequent the existing grass beds and adjacent waters, such as the Manatee, shall be protected and their habitats maintained to provide an ecological sanctuary for these forms of wildlife.

Policy 1.10 ~~The~~ Levy County endorses ~~F~~federal and ~~S~~state programs to protect, restore and establish ecological sanctuaries in coastal areas to protect endangered species and habitats including the Manatee, where the establishment of those areas does not conflict with County interests and do not require local funds.

Policy 1.11 ~~The~~ Levy County recognizes the environmental value of mangroves, grass beds and adjacent aquatic water as nesting and feeding grounds for American Bald Eagles in the region and endorses actions by the U.S. Fish and Wildlife Service, Florida Fish and Wildlife Conservation Commission and Florida Department of Environmental Protection to protect and enhance significant wildlife habitats.

Objective 2 Barrier Islands

Ensure that all future development on barrier islands does not alter or adversely impact the natural functions and environmental quality of coastal resources.

Policy 2.1 Adequate public facilities and support services shall be available or provided at the adopted level of service standards prior to allowing development on offshore islands.

Policy 2.2 The County shall prepare and consider for adoption a barrier island hazard mitigation plan to address the special needs and consideration for these areas.

Policy 2.3 As part of an ongoing coastal management program, the feasibility of designating selected offshore islands as "geographic areas of particular concern" shall be explored.

Policy 2.4 Development of Coastal High Hazard Areas, including barrier islands, will not be encouraged or supported by publicly funded construction of infrastructure.

Policy 2.5 To be consistent with the need to direct population concentrations away from coastal high-hazard areas, privately-owned islands with no land area above the 100-year flood elevation shall be limited to one (1) dwelling unit per island.

Objective 3 Beach and Dune Protection

Adopt ~~L~~land ~~D~~development ~~R~~regulations that protect beaches or dunes, establish construction standards which minimize the impacts of man-made structures on beach or dune systems and restore altered beaches or dunes.

Policy 3.1 The Levy County Land Development Code will provide coastal construction setback guidelines and standards for construction near or on the shoreline.

Policy 3.2 Development plans shall show the exact locations of beaches or dunes and the coastal construction setback. The developer will document proposed measures to protect these resources.

Policy 3.3 Recreational facilities and infrastructure shall be constructed to minimize impacts to beaches and dunes. To the maximum extent possible, structures, signage and parking areas will be away from the environmentally sensitive portions of the site.

Policy 3.4 Beaches and dunes will be preserved and/or protected from development through the provision in the ~~L~~land ~~D~~development ~~R~~regulations for open space and recreation lands.

Objective 4 Historic ~~A~~ and Archaeological Site Protection in the Coastal Zone

Provide for protection, preservation, or sensitive reuse of historic resources by requiring all proposed development to address historic and archaeological preservation.

Policy 4.1 Preserve, protect and allow public access and display of sites important to Florida's and the Levy Coastal Zone's history and archaeology, by identifying one hundred percent (100%) of such sites and preserving, protecting and providing access to one hundred percent (100%) of such sites.

Policy 4.2 Threshold criteria and performance standards for proposed development within the vicinity of historic and archaeological sites will be prepared and considered for adoption, as a means of assuring that such sites and artifacts are not destroyed. As considered appropriate and necessary by the County, development approval will be conditioned upon performance of at least some degree of archaeological salvage excavation of historical resources, or will even require historic preservation of major sites.

Policy 4.3 Known archaeological and historic sites, as shown on the Florida Master Site File, located within proposed development ~~should~~ must be incorporated into "greenbelt", open space, or other low intensity activity areas that will protect the physical and informational integrity of these resources.

Objective 5 Coastal Resources Protection/ Development Impacts

Land ~~D~~development ~~R~~regulations will be adopted and utilized to limit both specific and cumulative impacts of development or redevelopment upon wetlands, water quality, water quantity, springs and springsheds, karst features, wildlife habitat, living marine resources and beach and dune systems.

Policy 5.1 Zoning and ~~S~~subdivision regulations shall incorporate provisions to ensure the protection of water quality by limiting or eliminating activities that may cause saltwater intrusion, soil erosion or serve as point and non-point pollution sources.

Water Withdrawals

Policy 5.2 Formally request each Water Management District to restrict or prohibit inter-county water transfers, via a vote by the Commissioners on a resolution to that effect.

Policy 5.3 Prohibit activities that are known to cause saltwater intrusion into the Levy County freshwater aquifer.

Policy 5.4 The County will, through the land use plan and Future Land Use map, provide for relatively low density throughout most of the Coastal Zone as a means of minimizing the consumptive use of water.

Policy 5.5 The Commission will oppose inter-county water transfers which might cause saltwater intrusion.

Policy 5.6 The County will support, through the Standard Plumbing Code, efforts by the Water Management Districts to implement water conservation through reductions in per capita use.

Dredge ~~A~~and Fill

Policy 5.7 Dredge and fill activities in the Coastal Zone shall be limited primarily to maintenance dredging. Additional activities may be considered by the County and if supported by the U.S. Army Corps of Engineers. Prior permitting by the appropriate regulatory agencies and the County shall be required as a part of adopted ~~L~~land ~~D~~development ~~R~~regulations.

Policy 5.8 Dredge and fill activities within the coastal area shall be regulated to ensure that necessary activities pose the least possible adverse environmental, social and economic impacts. As defined here, "necessary" means dredging existing navigation channels or filling to reconstruct eroded uplands where such erosion threatens public infrastructure.

Policy 5.9 Development which requires dredging, filling and/or artificial waterways will be permitted based on the following criteria:

a. It is necessary or beneficial to the management of coastal submerged lands and aquaculture industry;

b. It is required maintenance to protect the public health, safety and welfare.

The County shall coordinate the review of proposed dredge and fill activities with the Florida Department of Environmental Protection to ensure that the public benefits derived from the development will outweigh the adverse environmental impacts.

Roads, Pipelines ~~A~~and Utilities

Policy 5.10 Provide appropriate services to applicable areas of the coastal zone that ultimately reduce undesirable second and third order consequences such as pollution and excessive run-off from roadways, high maintenance costs for local governments and long-term destruction of natural resources.

Policy 5.11 The County will meet needs for pipelines, transportation and utilities while minimizing adverse social and environmental impacts associated with providing these services, ~~i.e.~~ e.g. avoiding wetlands where possible, elevating roadways, or mitigating loss of ecosystems, as examples.

Policy 5.12 Public access to coastal areas will be improved to enhance the use and provide more recreational opportunities while upholding the rural character of the area. Actions to implement this policy may include, but not be limited to, the identification of existing or potential access points, the types of improvements needed and costs thereof, and priorities.

Policy 5.13 Utility and transportation service corridor analyses in undeveloped areas shall consider suitability of adjacent lands for urbanization where possible, with routing being designed to influence growth into favorable areas and away from ecologically sensitive areas.

Policy 5.14 Energy-related facilities such as power plants, solar collectors, or nuclear power source shall not disrupt environmental areas existing in the Coastal Zone, and further, should minimize the installation of transmission or reception lines that may impact existing aquatic systems.

Sewage Treatment

Policy 5.15 Insure that water quality and marine resources are not degraded through improper sewage treatment.

Policy 5.16 Septic tanks shall be planned for use only in low density areas where central collection and treatment facilities are not feasible and soils are suitable for such use.

Policy 5.17 For urban subdivisions and high density use areas, septic tanks shall not be considered as a long-range answer to sewage disposal and should be replaced with a central system as soon as possible.

Policy 5.18 The County will request that the appropriate Water Management District, Levy County Health Department or Florida Department of Environmental Protection recommend increased minimum setbacks from surface waters, or elevations above the water table, that can be adopted by the County for use within the 100-year floodplain.

Policy 5.19 The Development Department will distribute septic tank operating and maintenance instructions to owners of such systems as the instruction become available from the local health department or the state.

Policy 5.20 All non-residential development within the Spring Protection Zone (SPZ), and all residential development with a density greater than one dwelling unit per three (3) acres proposed for location within the SPZ, shall be required to provide a high level of wastewater treatment ~~by 2015~~ in accordance with Objective 6 and policies 6.1, 6.2, and 6.3 of the Springs Protection Element.

Insect Control

Policy 5.21 Minimize conflicts between mosquito/arthropod control projects and resource management while providing necessary control of target species.

Policy 5.22 All projects requiring water management and/or habitat modification, or pesticide usage shall be referred to, reviewed by, approved by, and regulated by the appropriate state, federal or regional agency.

Objective 6 Estuarine Water Quality

Maintain or improve estuarine environmental quality.

Policy 6.1 The County will support state and federal regulatory agencies as they implement programs to improve estuarine environmental quality, through land use regulations, ordinances or resolutions, and local funding if available.

Policy 6.2 Land ~~D~~development ~~R~~regulations within the watersheds which feed the estuaries will incorporate provisions to protect water quality and quantity. Examples may include regulating stormwater run-off, vegetation removal, septic tanks and road construction.

Policy 6.3 One Commissioner shall be appointed by the Chairman to serve as liaison to Dixie and Citrus Counties, for the purpose of estuarine protection.

Objective 7 Shoreline Protection

Minimize adverse impacts of shoreline modification structures on existing shorelines.

Policy 7.1 Shoreline modification shall be set at or landward of the mean high water line except where provided by state law and/or the adopted coastal construction setback line.

Policy 7.2 Shoreline modification and construction will be regulated through appropriate County ordinances and regulations to protect water quality, natural habitats or adjacent shore areas. These regulations may include, but not be limited to, such examples as subdivision drainage, stormwater run-off, and retention standards; limitations on shoreline modifications.

Policy 7.3 The County shall, where appropriate, consult federal and state agencies in developing and implementing comprehensive plans for stabilization, modification or restoration of coastal shorelines.

Policy 7.4 All proposed shoreline uses shall meet the following criteria:

a. The proposed land use must be compatible with all adjoining land uses.

b. Upland support services shall be available and adequate to serve the proposed use at or above minimum acceptable service levels.

c. A hurricane contingency plan shall be provided by any non-residential use.

d. Ownership shall be documented.

e. An environmental protection plan shall be provided, documenting pre-construction, construction, and post-construction protection of water quality, water depth, marshes and marine ecosystems; and, including a mitigation plan to restore in the event of damage or destruction to the coastal environment.

f. Availability for public use and access shall be documented.

g. A market analysis shall document both the economic need and economic feasibility.

Objective 8 Water Dependent Uses

Provide criteria or standards for prioritizing shoreline uses, giving priority to water dependent uses adopted as part of the land development regulations.

Policy 8.1 The ~~L~~ land ~~D~~ development ~~R~~ regulations shall establish performance standards to prioritize shoreline uses based on the following standards:

a. Water dependent uses that conserve or enhance natural resource management and/or provide facilities or services that are in the public interest (i.e., economically valuable, recreation, infrastructure).

b. Water related uses that are accessory or enhance water dependent uses stated in Policy 8.1(a).

c. All other water dependent and water related uses.

Policy 8.2 Subdivision regulations and controls on projected growth shall be reviewed and improved to assist in maintaining the natural quality and coastal character in the Coastal Zone.

Policy 8.3 The County will support the preservation, continued maintenance and additional acquisition of park and recreational lands.

Policy 8.4 The Development Department will monitor and evaluate existing and potential development trends through the drafting and compiling of composite suitability maps. These maps will be updated and made readily available for land use decisions and forecasts.

Policy 8.5 Water dependent industrial and/or commercial uses shall be developed in a manner that minimizes conflict with natural areas and is consistent with applicable local, state and federal regulations.

Policy 8.6 A minimum construction setback line of seventy-five (75) feet will be maintained on any land adjoining surface water including rivers and the Gulf of Mexico. Water dependent structures such as boats, wharfs, marinas, etc., will be exempt from this setback requirement.

Objective 9 Public Access to Beach and Shorelines

Increase the amount of public access to the beach or shorelines consistent with estimated public need and with the character and capacity of the land.

Policy 9.1 The County will seek to increase public access opportunities at locations owned or controlled by Levy County by providing paved roads, off-street parking, and through additional land acquisition.

Policy 9.2 Maintain, and improve recreational facilities (included but not limited to parking, roadways, etc.) to provide adequate public access to beaches and shoreline based on adopted level of service standards.

Policy 9.3 Private development along the shoreline shall provide for public access to that shoreline.

Policy 9.4 The County will seek to build new or expanded user-oriented facilities on lands owned or managed by other political jurisdictions where such lands offer the potential for increased public access, and will see that they are constructed and operated in ways that avoid interference with the area's natural functions and promote awareness of them.

Marina, Commercial and Sport Fishery Location.

Policy 9.5 Private and public marinas and commercial and sport fishing facilities shall be located and designed to ensure accessibility, use and expansion are adequate and do not serve to degrade the surrounding coastal ecosystems.

Policy 9.6 Local ordinances will designate the appropriate locations and performance standards for water-related commercial and recreational facilities, to include but not be limited to, building set-backs and lot coverage.

Policy 9.7 Public and private marina facilities shall be located in areas where maximum physical advantage exist and where least dredging and filling will be required. All applicants for new or expanded marinas and commercial or sport fishery facilities shall document provisions for manatee protection as specified in Regional Policies 10.2.1.1 and 10.2.2.2.1.

Policy 9.8 Extended facility construction shall avoid destruction of marsh areas, shellfish beds and submerged grasses.

Policy 9.9 New marinas shall not be allowed in or immediately adjacent to the following sensitive areas:

* Aquatic Preserves.
* Class II Waters approved by the Florida Department of Environmental Protection (FDEP) for shellfish harvesting.
* Outstanding Florida Waters.
* Marine Sanctuaries.
* Estuarine Sanctuaries.
* Areas of essential manatee habitat, as determined by FDEP.

Policy 9.10 Marinas must have sufficient upland area for all non- water-dependent uses, such as, but not limited to, parking areas, signage, outbuildings and other accessory structures. Dredging and filling of wetlands or open water in order to accommodate uses which are not water-dependent shall not be allowed. Exceptions may be granted in cases shown to be overwhelmingly in the public interest, such as the presence of sensitive upland natural systems.

Policy 9.11 Marina facilities shall be located where maximum physical advantage for flushing and circulation exists, where the least dredging and maintenance are required, and where marine and estuarine resources will not be significantly affected by dredging, filling, or secondary impacts of the project.

Policy 9.12 Cumulative effects of several marinas and/or boat ramps in one area shall be considered in the review of proposed marina projects.

Marina Plan Requirements

Policy 9.13 New and expanded marina plans shall address and document consistency with the following standard and guidelines:

a. **Sewage Facilities** - Marinas must provide adequate capacity to handle sewage, either by means of on site pump out and treatment facilities or connection to a treatment plant. Applicants shall document the availability and capacity of the above sewage facilities to handle the anticipated volume of wastes and meet the following criteria, as applicable:

    1. Marinas with fueling facilities shall provide pump out facilities of each fuel dock.

    2. Marinas which serve live-aboards or overnight transient traffic shall provide direct connections to municipal sewage collection systems at every live-aboard and transient slip.

b. **Spill Contingency Plan** - All applicants shall provide documentation of their capability to respond as rapidly and effectively as possible to contain any spills of petroleum or other hazardous materials. Documentation shall be in the form of a spill contingency plan which includes:

1. A list of clean-up equipment and where it will be stored; fuel pump operation and emergency shutdown procedures;

2. Spill containment and removal procedures; and, a description of the training which will be provided to marina personnel who will operate the pumps and deploy clean up equipment.

c. **Water Quality Monitoring Program** - Applicants shall demonstrate compliance with State Water Quality Standards by maintaining a water quality monitoring program approved by the Florida Department of Environmental Protection (FDEP).

d. **Environmental Assessment** - Grassbeds and other submerged habitat deemed valuable by FDEP will be subject to protection regardless of their size.

e. **Mitigation and/or Restoration Plan** - In reviewing applications for new or expanded docking facilities, ways to improve, mitigate or restore adverse environmental impacts caused by previous activities shall be explored. This may include shallowing dredge areas, restoring wetland or submerged vegetation, or marring navigational channels. Such mitigation or restoration may be required as a condition of approval for new, renewed or expanded facilities.

f. **Access** - Immediate access (ingress and egress) points shall be delineated by channel markers, indicating speed limits, manatee area warnings and other applicable regulations.

g. **Stormwater Run-off/ Water Quality Protection** - All new and expanded marinas must provide treatment of stormwater run-off from upland areas to the extent necessary to ensure that State Water Quality Standards are met at the point of discharge to waters of the state. In addition, all requirements of the Water Management Districts and Florida Department of Environmental Protection shall be met.

Marina Design -

h. **Erosion Control** - Marina design shall incorporate natural wetland vegetative buffers whenever possible near the docking area and in ingress/egress areas for erosion and sediment control, run-off purification and habitat purposes.

i. **Water Circulation and Quality** - Marina facilities shall be designed to maximize the water quality benefits of existing water circulation and shall not adversely affect existing circulation patterns. Improvement of circulation shall be a preferred consideration when expanding or upgrading existing facilities. However, any buffer zone established by FDEP's Shellfish Environmental Assessment Section shall be maintained.

New Marinas Siting Criteria

Policy 9.14 New marinas shall only be located in areas having:

a. Adequate depths of ingress and egress with no dredging of productive submerged (vegetated or unvegetated) areas.

b. A minimum water depth of four (4) feet mean low water shall be required. Greater depth shall be required for those facilities designated for or capable of accommodating boats having greater than a three foot draft. These depth requirements shall apply to the area

between the proposed facility and any natural or other navigation channel, inlet, or deep water. Where necessary, marking of navigational channels may be required.

Policy 9.15 Boat maintenance activities in new or expanded marina sites shall be located as far as possible from open water bodies in order to reduce contamination of water bodies by toxic substances common to boat maintenance. Run-off from boat maintenance activities must be collected and treated prior to discharge.

Policy 9.16 Open wet slips shall be preferred to covered wet slips in marina design to reduce shading of water bodies which results in lowered biological productivity.

Manatee Protection

Policy 9.17 Marinas shall not be permitted in areas which have been determined by FDEP and U.S.F.W. to be critical to the survival of the endangered manatee. These areas can include, but are not limited to, manatee sanctuaries, feeding areas or areas which have been identified in FDEP or U.S.F.W.S. manatee recovery plans.

Policy 9.18 The West Indian manatee shall be afforded protection from boating activities which may have an adverse impact upon the species. The following criteria apply in the implementation of this policy:

* Marina operators shall undertake the following manatee protection measures in areas where manatees are known to occur:

* Implement and maintain a manatee public awareness program (in consultation with FDEP and Florida Fish and Wildlife Conservation Commission) which will include the posting of signs to advise boat users that manatees are an endangered species which frequent the waters of the region's estuaries and lagoons and the provision of manatee literature at conspicuous location;

* Declare the waters in and around marinas as "idle speed" zones; and,

* Post telephone number(s) to report an injured manatee.

Policy 9.19 A comprehensive study of the need for additional public and private marinas shall be conducted by the county by ~~2010~~ 2018.

Policy 9.20 Commercial/residential marinas and commercial/industrial marinas within the coastal zone shall be inspected annually by the County Health Department and results of these inspections shall be coordinated with other agencies. Inspection of commercial marinas shall occur as part of the business license renewal procedure. Items to be inspected and reviewed shall include the following:

* Pump out facilities/marine sanitation devices;

* Compliance with power/sailboat mix, if required;

* Spill prevention, control, containment, and cleanup plans;

* Waste collection and disposal methods;

* Required fire fighting equipment; and,

* The inspection program shall include regular inspections of Marine Sanitation Devices [M.S.D.] in marinas with live-aboards to ensure compliance with Federal Standards. Live-aboards at marinas shall be inspected to ensure that the M.S.D. is present and operational.

Objective 10 Infrastructure in the Coastal Zone

Establish standards for levels of service, areas of service and phasing of infrastructure in the coastal area.

Policy 10.1 Levels of service for coastal infrastructure shall be provided consistent with guidelines setforth in the Capital Improvement Element. ~~and include, but not be limited to:~~

~~Source~~	~~Type of Facility~~	~~Level of Service Standard~~
~~**Transportation** Element~~	~~County Roads~~	~~FDOT Standard "C"~~
~~**Potable Water** (Infrastructure sub-element)~~	~~Residential~~	~~150 gallons per capita per day~~
	~~Non-Residential~~	~~Equivalent to a residential unit and consistent with jurisdictional level of service standard~~
~~**Sanitary Sewer** (Infrastructure Sub-Element)~~	~~Residential~~	~~100 gallons per capita per day~~
	~~Non-Residential~~	~~Equivalent to a residential unit and consistent with jurisdictional level of service standard~~
~~**Solid Waste** (Infrastructure Sub-Element)~~	~~Residential~~	~~2.8 pounds per capita per day~~
	~~Non-Residential~~	~~Equivalent to a residential unit~~
~~**Drainage** (Infrastructure Sub-Element)~~	~~Quantity~~	~~Consistent with applicable Water Management District standards~~
	~~Quality~~	~~Consistent with applicable Water Management District standard~~
~~**Recreation and Open Space** Element~~	~~Public Parks and Recreation~~	~~Two (2) acres per one thousand (1,000) persons~~
	~~Neighborhood Parks and Recreation~~	~~Two (2) acres per one thousand (1,000) persons~~
	~~Community Parks and Recreation~~	~~Three (3) acres per one thousand (1,000) persons~~
	~~Open Space~~	~~One hundred (100) acres of open space per one thousand (1,000) persons~~

Policy 10.2 Public service shall be generally limited to existing infrastructure locations, with the exception of relocating the George T. Lewis (Cedar Key) airport. Private sector locations are not limited to any particular area; however, incentives will be developed to encourage development outside the "V-Zone".

Policy 10.3 The County shall continue to pursue recreational acquisitions and improvements projects.

Objective 11 Solid Waste Disposal

Develop long range solid waste disposal programs that protect water quality, wildlife habitat, public health, safety welfare and the economic well-being of the County.

Policy 11.1 The County shall conduct periodic water tests on wells around landfills to determine if contamination of underlying water supplies has occurred.

Policy 11.2 The County will utilize the available assistance offered by the Solid Waste Management Section of the Florida Department of Environmental Protection in planning future solid waste treatment practices.

Policy 11.3 Selection, design, construction and operation, including recycling, of sanitary landfills shall be in accordance with a long-term plan development by state and local authorities and consistent with guidelines in the Conservation and Solid Waste sub-element of this plan.

Objective 12 Hazard Mitigation

Prepare and adopt a post-disaster redevelopment plans which reduce or eliminate the exposure of human life and public and private property to natural hazards.

Policy 12.1 The County adopts, as a part of the Levy County Comprehensive Plan, the *Peacetime Civil Defense Plan*, by reference. The County shall prepare ~~L~~land ~~D~~development ~~R~~regulations to implement Coastal Hazard Mitigation Plans which address pre-disaster and recovery activities. The Levy County Emergency Management Director shall develop and updated mitigation plans and recommend mitigation actions to the County as necessary.

Policy 12.2 The County will provide existing developments along the Levy County coast with a disaster preparedness plan that would be implemented to ease the burden of hurricanes and other natural and man induced disaster(s) that may occur in this part of the state.

Objective 13 Hurricane Evacuation

Maintain or reduce hurricane evacuation times in the Coastal Zone.

Policy 13.1 Allow development in the hurricane flood zone to occur only if human welfare and the quality of life are not jeopardized, and natural floodplain functions are protected.

Policy 13.2 Limit development to low densities and intensities within the 100-year flood elevations and areas identified as Environmentally Sensitive Lands consistent with development standards and guidelines specified in Future Land Use Element Policy 1.1, 1.2, 2.2, 2.6 and the adopted Future Land Use Map series.

Policy 13.3 The County Coastal Zone is defined as the Coastal High Hazard Area that is identified and adopted as the area seaward of the elevation of the category 1 storm surge line as established by a Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. Development shall be limited in these areas, and non-essential infrastructure will be relocated/replaced away from these areas, when it is feasible.

Policy 13.4 The County shall limit public expenditures that subsidize development in coastal high-hazard areas, except for restoration or enhancement of natural resources, or maintaining existing infrastructure, consistent with the guidelines in the Capital Improvement and Future Land Use Element and documented through the adopted capital improvements program.

Policy 13.5 Use Future Land Use Element guidelines and the adopted future land use map as a tool in managing growth and directing population concentrations away from Coastal High Hazard Areas.

Policy 13.6 In the Levy Coastal Zone, hurricane flood zones encompasses lands between the shoreline and the 100-year flood line. Development shall not be precluded in these areas, but shall require special consideration and standards, as provided in the ~~L~~land ~~D~~development ~~R~~regulations to ensure protection of public safety and interest.

Policy 13.7 The Standard Building Code, augmented by more restrictive standards which are necessary to mitigate the effects of wave wash and high winds, shall regulate all coastal construction.

Policy 13.8 The County will continue to update and enforce, a Floodplain Ordinance which restricts fill and which requires flood proofing or elevation for new construction.

Objective 14 Redevelopment

Restrict post-disaster redevelopment to activities that reduce or eliminate repetitive loss and future risk to human life and property from natural disaster.

Policy 14.1 The Levy County building official, the Division of Environmental Health and the Chairman of the Board of County Commissioners, acting as a Redevelopment Task Force, shall hear and decide all requests for immediate repair needed to protect public health and safety.

Policy 14.2 By 2018, the Levy County Development Department will create land development regulations that include development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk in coastal areas which results from high-tide events, storm surge, flash floods, Stormwater runoff, and the related impacts of existing hazards.

Policy 14.3 By 2018, the Levy County development department shall identify site development techniques and best practices that may reduce the losses due to flooding and claims made under flood insurance policies issued in Florida.

Policy 14.4 The Levy County Land Development Code shall be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.

Policy 14.5 Levy County shall require that any construction activities seaward of the coastal construction control lines established pursuant to s. 161.053 be consistent with Chapter 161 of the Florida Statute.

Policy 14.6 To enable the citizens of Levy County to obtain flood insurance premium discounts, the County will continue to encourage within its jurisdiction that local governments participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency.

Policy 14.27 Only roads, electric utilities, water and sewer, and water-dependent public facilities are considered to be "essential" infrastructure, which as such, may be modified or repaired regardless of the degree of damage. Other, non-essential infrastructure shall be removed or relocated if located within the "V-Zone".

Policy 14.38 In areas of repeated damage, redevelopment shall conform to Federal Emergency Management Agency (F.E.M.A.), Coastal Construction Setback and other adopted County construction standards.

Policy 14.49 Any inter-agency or local peacetime hazard mitigation reports shall be incorporated into this plan element within one year of their receipt by the County.

Policy 14.510 A local floodplain management ordinance and various standard construction codes shall be utilized in hazard mitigation.

Policy 14.611 Development permits will not be issued except in accordance with the future land use plan and under conditions which assure that infrastructure is phased to coincide with the development.

Policy 14.712 The Levy County Development Department shall be the agency responsible for reviewing and coordinating with regional, state and federal resource planning and management plans, and aquatic preserve management plans. Specifically, the Director of the Levy County Development Department shall advise the County as to any actions needed relative to either coordinating with or implementing the:

a. Big Bend Seagrasses Aquatic Preserve Management Plan.

b. Suwannee River Basin Resource Planning and Management Program.

Policy 14.813 Local ordinances will be adopted which require the retention of coastal vegetation as an integral part of all development proposals.

Policy 14.914 Local ordinances will be adopted which minimize soil erosion from construction sites.

SPRINGS PROTECTION ELEMENT

GOALS, OBJECTIVES, AND POLICIES

Element Guide:

Goal 1: Protect 1st and 2nd magnitude springs and springshed areas as fragile resources necessary for sustaining the community's quality of life.

Objective 1 Springs Protection Zone (SPZ)

Protect 1st and 2nd magnitude springs through the designation of the Fanning, Fanning/Manatee, and Manatee Springsheds as the Springs Protection Zone (SPZ) as depicted in the Levy County Springs Protection Element Map and the implementation of the following policies.

Policy 1.1 Evaluate the commercial and industrial zoning districts within the SPZ and limit those land use activities that pose a significant threat to the springs. Land Use activities that pose a threat to springs shall include, but not be limited to, the following activities:

a. All industrial uses;
b. Quarrying, mining and processing of raw materials;
c. Gas stations;
d. Spray fields, land spreading of bio-solids; and
e. Concentration of onsite sewage treatment and disposal units of intensity greater than one dwelling unit per three acres.

Policy 1.2 Where avoidance of impacts through the limitation of land use activities is not feasible, implement strategies and design standards in the land development regulations that will minimize the impact of use and development within the SPZ.

Policy 1.3 Mitigation of development impacts may include design techniques, location requirements, additional buffering requirements or other site design standards.

Objective 2 Future Land Use Map Amendments

Proposed amendments to the Future Land Use Map (FLUM) within the SPZ shall meet the criteria in the following policies:

Policy 2.1 Demonstrate that the proposed land use category is the least intensive category that will meet a demonstrated need of the use; and

Policy 2.2 Demonstrate that the proposed land use category will be developed consistent with conservation or clustering design techniques.

Objective 3 Development Design Standards

Development within the SPZ shall meet the design standards as set forth below:

Policy 3.1 Residential development within the SPZ, resulting in 25 dwelling units or more, shall be clustered, based on conservation subdivision design standards, with the exception of development within the Agricultural / Rural Residential or Forestry / Rural Residential. Conservation subdivision designs shall include:

a. clustering of units on small lots;
b, establishment of open space, which shall be connected whenever possible;
c. central water and sewer treatment facilities that can be connected to the regional system within a Municipal Service Districts as soon as available; and
d. Minimal site disturbance,~~;~~
e. consideration of conflicts with abutting land containing active agricultural uses.

Policy 3.2 Development shall be setback from springs, spring runs, and karst features as shown below:

Feature	Minimum Setback (feet)
Springs	300
Spring runs	150
Sinkholes with a direct connection to the aquifer	200, measured from the drainage divide
Other sinkholes	100, measured from the drainage divide
Caves	300, measured on the surface from the outside wall of the cave system
Other karst features with a direct connection to the aquifer (swallet or stream to sink)	200, measured from the drainage divide

Variances from the prohibitions against construction of structures within the above development setbacks from springs, spring runs and karst features may be allowed only when, owing to the special shape, size, or physical features, the setback would result in the preclusion of all reasonable use of the subject property. When a variance is permitted, encroachment into the setback will be limited to the minimum needed to allow for reasonable use of the parcel.

Policy 3.3 The required setback described in Policy 3.2 shall retain all natural vegetation within the setback area.

Policy 3.4 Where a lot of record is too small to accommodate development in compliance with the setbacks set forth in Policy 3.2, an allowable use may be established provided that the building and associated paved areas are located the maximum distance possible from the karst features identified in Policy 3.2, and further that a swale and berm are located between the development and the karst feature. The swale and berm shall be designed to direct drainage away from the karst feature.

Policy 3.5 Development shall use joint or shared access to the maximum extent feasible in order to minimize impervious surfaces.

Policy 3.6 Non-residential development shall use shared parking to the maximum extent feasible in order to minimize impervious surfaces. All parking lots with 100 or more spaces shall be designed with a minimum of twenty (20) percent of the parking spaces constructed on pervious surfaces.

Policy 3.7 Design of parking lots, sidewalks, buildings, and other impervious surfaces shall minimize connections between impervious surfaces through techniques shown on a site plan such as:

a. Directing flows from roof drains to vegetated areas or to rain barrels or cisterns for reuse of the water;
b. Directing flows from paved areas to vegetated areas;
c. Locating impervious surfaces so that they drain to vegetated buffers or natural areas; and
d. Breaking up flow directions from large paved surfaces.

Policy 3.8 Porous pavement materials, pervious concrete, and pervious asphalt should be used to minimize the amount of impervious surface within new development and redevelopment.

Policy 3.9 Landscaping standards within the SPZ shall limit plant materials to native or naturalized species in order to avoid or minimize the use of irrigation and fertilizers. Landscaping standards should also require retention of existing native species rather than planting new vegetation.

Policy 3.10 The minimum open space ratio for all development, with the exception of Agricultural / Rural Residential and Forestry / Rural Residential categories within the SPZ, is twenty (20) percent. All open space shall be contiguous with protected open space on adjacent parcels to the maximum extent feasible.

Policy 3.11 Drainage for streets and roads within the SPZ shall be through roadside swales and berms whenever possible. Curb and gutter design shall be discouraged.

Policy 3.12 In order to minimize the contribution of nitrates to groundwater with its resultant effects on increased growth of vegetation in the spring and river and loss of water clarity, and to foster long-term stewardship of the springs, special design and best management practices (BMPs) shall be instituted for all development in the SPZ.

Policy 3.13 Commercial and industrial development shall be designed to minimize site disturbance by limiting clearing to the minimum area necessary to accomplish development.

a. Avoid or minimize the removal of existing trees and vegetation;
b. Minimize soil compaction by delineating the smallest disturbance area feasible; and
c. Maximize disconnection of impervious surfaces to reduce water runoff flows and increase opportunities for infiltration.

Objective 4 Site Plan and Plat Review

All development in the SPZ, with the exception of Agricultural / Rural Residential and Forestry / Rural Residential land use categories shall undergo site plan or subdivision plat review in accordance with the following policies prior to receiving development approval.

Policy 4.1 An analysis of the site to determine the location and nature of sinkholes and other karst features of the property, such as stream-to-sink and other direct connections to the aquifer, is required to be submitted with a subdivision plat or site plan to evaluate the vulnerability of the development sites to leaching of nitrates into groundwater and subsequent transmission to Fanning Springs and Manatee Springs.

Policy 4.2 All development shall conform to the best management practices as stated in the *Guidelines for Model Ordinance Language for Protection of Water Quality and Quantity Using Florida Friendly Lawns and Landscapes.* (Florida Department of Environmental Protection, September 2, 2003).

Objective 5 Stormwater Management

The volume, recharge, and treatment of stormwater runoff within the SPZ, in all land use categories, with the exception of Agricultural / Rural Residential and Forestry / Rural Residential, shall be designed to provide protection to the springs and springsheds.

Policy 5.1 Substantial redevelopment projects shall comply with the standards for stormwater runoff that apply to new development. Substantial redevelopment shall be based upon the value and amount of cumulative improvements to the site.

Policy 5.2 Best Management Practices (BMPs) shall be used in combination as part of a BMP treatment train to protect water quality and minimize flooding within the SPZ. Best management practices shall be used in the design of stormwater management facilities and systems within the SPZ. The following stormwater BMPs shall be instituted to reduce nitrate loading within the SPZ:

a. All residential development shall use swales with swale blocks or raised driveway culverts whenever possible, except when soil, topography, or seasonal high water conditions are inappropriate for infiltration as determined by a professional engineer licensed in the State of Florida.

b. Vegetated infiltration areas shall be used to provide stormwater treatment and management on all sites except when soil, topography, or seasonal high water conditions are inappropriate for infiltration as determined by a professional engineer licensed in the State of Florida. Design of the stormwater systems for residential and commercial uses shall use bio-retention areas (below grade vegetated areas) to increase stormwater treatment and reduce stormwater volume. Downspouts for both residential and commercial development shall be directed from the roof to vegetated areas for uptake.

c. Whenever infiltration systems are not feasible, wet detention systems shall be used for stormwater treatment and management.

d. Developments within the SPZ shall utilize the St. Johns River Water Management District karst sensitive criteria found in SJRWMD ~~Rule 40C-41.063 (7)(a) ERPS – Surface Water Management Basin Criteria and SJRWMD Rule 40C-42, Part II Criteria for Evaluation, Section 9.11 Sensitive Karst Area Basin Design Criteria.~~ Environmental Resource Permit Applicant Handbook, Volume II, Part VI, Section 13.6.

   i. Sensitive karst features, including sinkholes with a direct connection to the aquifer and stream-to-sink features, and any man-made alterations to the land that result in a direct connection to the aquifer and stream-to-sink feature, shall not be utilized as stormwater management facilities. Prior to subdivision approval, all depressions will be investigated by a licensed professional using a professionally acceptable methodology for suitability of water retention using generally accepted geo-technical practices with an emphasis on identification of potential connections to the aquifer, to include any man-made alterations to the land. If connections are determined to exist, the depression, or man-made alteration to the land, shall not be used for stormwater retention and the area draining to this feature under pre-development conditions shall be preserved through a conservation easement.

   ii. All development approval by the County shall require the applicant to submit to the County a copy of the Environmental Resource Permit (ERP) issued by the appropriate water management district or DEP stormwater permit and the National Pollutant Discharge Elimination System (NPDES) notice of intent to be covered by the construction generic permit prior to any land clearing when required (FAC 62-621.300).

   iii. Sensitive karst features will be identified and placed in a conservation easement so that they will be thereafter used solely for passive recreation subject to permitted activities in subparagraph (d) herein. Based on data and analysis submitted with the comprehensive plan amendment, sensitive karst features in the SPZ are defined as sinkholes with a direct connection to the aquifer and spring-to-sink systems and solution pipes.

   iv. All components of the stormwater treatment and management system shall be in common ownership and shall be maintained by the responsible legal entity identified in the water management district or the DEP stormwater permit.

   v. The studies required in item (d)(i) above shall be used to characterize on-site soils and determine locations of geologic features including sinkholes, solution pipes, depressions, and depth of soil to lime rock.

Sensitive karst features like sinkholes with a direct connection to the aquifer and stream-to-sink features shall be protected from untreated run off.

Objective 6 Wastewater Treatment

All non-residential development and all residential development with a density greater than one dwelling unit per three (3) acres, proposed for location in the SPZ, shall provide a high level of wastewater treatment ~~by 2015~~ in accordance with the following policies:

Policy 6.1 Levy County shall implement a program within the SPZ to require installation of a sewage treatment system that achieves a treatment standard for nitrogen of 10mg/l, including performance-based septic tank systems, or other system that achieves the standard, for effluent disposal, where central sewer is not available.

Policy 6.2 All development within the SPZ shall connect to central wastewater treatment facilities within one year of when facilities become available, as available is defined in Chapter 381.0065 Florida Statutes.

Policy 6.3 Evaluate the potential for installation of lines for reused water for developments that are located within the Municipal Service Districts within the designated (SPZ), and implement a program when a reused water system is determined to be feasible.

Objective 7 Intergovernmental Coordination

Coordinate with local governments throughout the springs and springshed areas to ensure a consistent approach to springs, springshed, and aquifer protection.

Policy 7.1 The County shall consider an interlocal agreement that specifies responsibilities for land development regulation, stormwater management, and other matters that impact the springs and springsheds. The interlocal agreement containing joint strategies for springs protection shall be implemented by all local governments within a springshed.

Policy 7.2 Levy County shall consider the creation of a joint development review board to be composed of representatives from all local governments within the identified springsheds, as well as affected regional and state agencies.

Objective 8 Outstanding Florida Springs Priority Focus Areas

Levy County will continue to protect the most vulnerable areas of identified Outstanding Florida Springs.

Policy 8.1 Levy County will coordinate with the Florida Department of Environmental Protection and the water management districts to protect the priority focus areas for identified Outstanding Florida Springs (Manatee and Fanning Springs).

Levy County Board of County Commissioners
Agenda Item Summary

1. *DEPARTMENT MAKING REQUEST/NAME/EXTENSION:*	2. *MEETING DATE:*
DEPARTMENT OF PUBLIC SAFETY	August 2, 2016

3. *REQUESTED MOTION/ACTION:*

Department of Public Safety is requesting approval from the Board and the Chairman's signature on the Agreement to Amend Interlocal Agreement Regarding Fire Protection Services Between Levy County, Florida and the Town of Yankeetown, Florida and the Agreement to Amend Lease Regarding a Portion of Yankeetown Town Hall Between Levy County, Florida and the Town of Yankeetown, Florida.

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 and the Chairman's signature on the Agreement to Amend Interlocal Agreement Regarding Fire Protection Services Between Levy County, Florida and the Town of Yankeetown, Florida and the Agreement to Amend Lease Regarding a Portion of Yankeetown Town Hall Between Levy County, Florida and the Town of Yankeetown, Florida.

DEPARTMENT DIRECTOR	BOCC CHAIR	OTHER - FINANCE	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES X NO	YES __ NO	YES __ NO	YES __ NO	YES X NO	YES __ NO

7. *COMMISSION ACTION:*

__ APPROVED

__ DENIED

__ DEFERRED DATE TO BRING BACK:

__ OTHER SPECIFY:

AGREEMENT TO AMEND INTERLOCAL AGREEMENT REGARDING FIRE PROTECTION SERVICES BETWEEN LEVY COUNTY, FLORIDA AND THE TOWN OF YANKEETOWN, FLORIDA

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____, 2016 with an effective date of August 6, 2016 by and between LEVY COUNTY, a political subdivision of the State of Florida, whose address is P.O. Box 310, Bronson, Florida 32621 (herein "County" or "Levy County"), and the TOWN OF YANKEETOWN, a Florida municipal corporation, whose address is 6241 Harmony Lane, Yankeetown, Florida 34498 (herein "Yankeetown").

RECITALS

WHEREAS, pursuant to an Interlocal Agreement (herein "Interlocal") dated August 7, 2012, the County and Yankeetown agreed that the County would provide fire protection services within Yankeetown, that the County would lease certain identified fire protection services equipment owned by Yankeetown, as well as other terms; and

WHEREAS, Yankeetown has by certified mail provided the County with timely and official notice of termination of provisions in the Interlocal in accordance with the requirements of the Interlocal, which notice of termination the County hereby accepts as timely and proper under the terms of the Interlocal; and

WHEREAS, said Interlocal provisions related to the lease of equipment by the County expire as of August 7, 2016 and related to fire services provided to Yankeetown expire as of September 30, 2016; and

WHEREAS, the County and Yankeetown wish to amend the Interlocal to provide for efficient and coordinated termination of the Interlocal and fire protection services provided by the County to Yankeetown, for the return of leased equipment, and for other related matters;

NOW THEREFORE, the County and Yankeetown agree to amend the Interlocal as follows:

1) Section 2. TRANSFER AND ASSIGNMENT ON INTERESTS, AND ACCEPTANCE THEREOF, of the Interlocal is hereby amended as follows with new language in <u>underline</u> and deleted language in ~~strikethrough~~ to amend subsection (a) and add a new subsection (e):

2. TRANSFER AND ASSIGNMENT OF INTERESTS, AND ACCEPTANCE THEREOF.

(a) Lease of Inventory Property. Yankeetown agrees to lease to County, and County agrees to lease from Yankeetown, for a term of four (4) years from the Effective Date of this Agreement (the "Inventory Lease Term"), for a fee from County of One Dollar ($1.00) per year, all of the vehicles, equipment, apparatus, inventory and other items described in Exhibit "A", which

is attached hereto and by this reference incorporated herein (the "Inventory Property"). During the Inventory Lease Term, County shall provide insurance coverage against loss or theft for the Inventory Property at the same levels and coverages County provides for County property of a similar nature. In addition, during the Inventory Lease Term, County shall maintain the Inventory Property in good repair and condition, reasonable wear and tear accepted. Either part may terminate this portion of this Agreement regarding the lease of the Inventory Property prior to the expiration of the Inventory Lease Term upon ninety (90) days' written notice to the other party.

~~At the end of the Inventory Lease Term, unless the least of the Inventory Property is otherwise previously terminated as provided herein, Yankeetown agrees to assign, transfer and convey to County, without charge, and County agrees to accept from Yankeetown, all of Yankeetown's right, title, and interest in the Inventory Property, free and clear from any liens or encumbrances.~~

* * *

(e) County has paid the required inventory lease fee in full, and Yankeetown acknowledges receipt of such fee. Yankeetown has provided proper written notice under the Interlocal of termination of the Inventory Lease and the Interlocal to County, and County acknowledges receipt of such proper notice of termination on April 28, 2016. In order to facilitate the wrapping up of the Interlocal, including but not limited to return of Inventory Property, termination of lease of Fire Station, and provision of fire services through the end of Fiscal Year 2015-16, the parties agree to extend the Inventory Lease Term to the end of Fiscal Year 2015-16 at no additional cost to the County. The County agrees to work with Yankeetown to coordinate the return of the Inventory Property, free of any liens and encumbrances and in good repair and condition (reasonable wear and tear accepted), with the understanding and mutual goal of providing a smooth transition of the responsibility for the provision of fire protection services from County back to Yankeetown. County and Yankeetown agree and understand that some Inventory Property may be returned prior to, at, or shortly after the end of the extended Lease Term. The County's duty to return Inventory Property shall survive the termination of this Agreement. Yankeetown and County agree that all ad valorem taxes, assessments, rents, interest, insurance, and other funds and expenses shall be prorated between Yankeetown and County as of midnight of September 30, 2016; provided however, that if the leased Fire Station is vacated prior to September 30, 2016, the parties shall agree on the appropriate date for allocation of expenses and other issues related to such leased property.

2) Section 8. COUNTY OBLIGATIONS FOR FIRE STATION NO. 5 is hereby amended as follows with new language in underline and deleted language in ~~strikethrough~~:

County recognizes the need for the fire station at the current location of the Fire Station to serve the residents and businesses in Yankeetown and the surrounding area. County hereby removes the designation of ~~establishes~~ such Yankeetown fire station as Levy County Fire Station No. 5 effective as of midnight, September 30, 2016. The County and Yankeetown agree to make such amendments to the Building Lease Agreement, entered into on September 27, 2012 as may be needed to insure smooth transition of the responsibility for provision of fire services in Yankeetown from the County back to Yankeetown as of midnight, September 30, 2016.

3) Section 18. PRIOR CLAIMS/INDEMNIFICATION is hereby amended as follows with new language in underline and deleted language in ~~strikethrough~~:

Each party, as an agency or subdivision subject to Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious acts, which result in claims or suits against either County or Yankeetown. Yankeetown also specifically agrees to be solely responsible for any claims, actions or suits arising from or related to its operation of a fire department prior to the Effective Date of this Agreement. County also specifically agrees to be solely responsible for any claims, actions or suits arising from or related to the provision of fire services by the County during the period from the Effective Date of the Interlocal through the end of Fiscal Year 2015-16. The duties and obligations in this Section shall survive termination of the Interlocal.

4) A new Section 20. TERMINATION OF FIRE SERVICES BY COUNTY is added as follows:

20. TERMINATION OF FIRE SERVICES BY COUNTY. As of midnight on September 30, 2016, the County shall officially terminate its provision of fire services in Yankeetown; however, any formal or informal agreements regarding mutual aid, automatic aid or other coordinated responses by and between any applicable local governments shall not be modified by this Agreement. County agrees that non-ad valorem assessments within the municipal limits of Yankeetown for fire services will not be assessed by the County for Fiscal Year 2016-17 or any subsequent year until and unless Yankeetown agrees and adopts an appropriate resolution or ordinance consenting to such future non-ad valorem assessments levied by the County.

5) A new Section 21. EFFECTIVE DATE OF INTERLOCAL AGREEMENT AMENDMENT is added as follows:

21. EFFECTIVE DATE OF INTERLOCAL AGREEMENT AMENDMENT. The parties agree that the Effective Date of this Agreement amending the Interlocal shall be August 6, 2016. Should approval and execution of one or both parties occur after August 6, 2016, the parties agree that the terms of this Agreement shall relate back to August 6, 2016, and hereby ratify any reasonable actions taken in reliance on this Agreement.

6) The remaining terms and provisions of the Interlocal remain in full force and effect except as modified by this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

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

TOWN OF YANKEETOWN, FLORIDA

_____

Debra Weiss, Mayor

ATTEST:

_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Ralf Brookes, Town Attorney

AGREEMENT TO AMEND LEASE REGARDING A PORTION OF YANKEETOWN TOWN HALL BETWEEN LEVY COUNTY, FLORIDA AND THE TOWN OF YANKEETOWN, FLORIDA

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____, 2016 with an effective date of August 6, 2016 by and between LEVY COUNTY, a political subdivision of the State of Florida, whose address is P.O. Box 310, Bronson, Florida 32621 (herein "County" or "Levy County"), and the TOWN OF YANKEETOWN, a Florida municipal corporation, whose address is 6241 Harmony Lane, Yankeetown, Florida 34498 (herein "Yankeetown").

RECITALS

WHEREAS, pursuant to a Lease Agreement (herein "Lease") dated September 27, 2012, the County and Yankeetown agreed that the County would lease a certain portion of the Yankeetown Town Hall for the purpose of the provision of fire protection services by Levy County within the Town of Yankeetown; and

WHEREAS, Yankeetown has by certified mail provided the County with timely and official notice of termination of the Lease in accordance with the requirements of the Lease, which notice of termination the County hereby accepts as timely and proper under the terms of the Interlocal; and

WHEREAS, the parties agree that under the terms of the existing Lease, said Lease expires as of September 27, 2016; and

WHEREAS, the County and Yankeetown wish to extend the Lease to the end of the fiscal year to provide for efficient and coordinated transfer of the leased premises and fire protection services from the County to Yankeetown;

NOW THEREFORE, the County and Yankeetown agree as follows:

1) The term of the Lease shall be extended to midnight on September 30, 2016. Yankeetown and County agree that all applicable assessments, rents, utilities, interest, insurance, and other expenses shall be prorated between Yankeetown and County as provided in the Lease as of midnight of September 30, 2016.

2) County has paid the required rental fee in full, and Yankeetown acknowledges receipt of such fee.

3) Yankeetown has provided proper written notice under the Lease of termination of the Lease to County, and County acknowledges receipt of such proper notice of termination on April 28, 2016.

4) County specifically agrees that the duties and obligations for insurance coverages required under Section 7 of the Lease shall survive termination of the Lease as such duties and obligations relate to any claims, damages and liability arising from the use and occupation of the premises by County during the term of the Lease.

5) The remaining terms and provisions of the Lease remain in full force and effect except as modified by this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

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

TOWN OF YANKEETOWN, FLORIDA

_____

Debra Weiss, Mayor

ATTEST:

_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Ralf Brookes, Town Attorney

Levy County Board of County Commissioners
Agenda Item Summary

1. *DEPARTMENT MAKING REQUEST/NAME/EXTENSION:*	2. *MEETING DATE:*
DEPARTMENT OF PUBLIC SAFETY	August 2, 2016

3. *REQUESTED MOTION/ACTION:*

Department of Public Safety is requesting approval from the Board to renew the Gold Level Service Agreement with Replay Systems Inc. in the amount of $8,248.00 for the recorder for the ICOM radio system and authorize Fred Moody to execute the Agreement.

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 Gold Level Service Agreement th Replay Systems Inc. in the amount of $8,248.00 for the recorder for the ICOM radio system and authorize Fred Moody to execute the Agreement.

These funds will come from the Communications Budget.

DEPARTMENT DIRECTOR	BOCC CHAIR	OTHER - FINANCE	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES X NO	YES__ NO	YES X NO	YES__ NO	YES X NO	YES X NO

7. *COMMISSION ACTION:*

__ APPROVED

__ DENIED

__ DEFERRED DATE TO BRING BACK:

__ OTHER SPECIFY:

Invoice

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

Date	Invoice #
6/24/2016	127959

Bill To	Ship To
Levy County Sheriff's Office Attn: Mike West 9150 NE 80th Ave. Bronson, FL 32621	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	8,248.00	8,248.00T
		Sales Tax	0.00	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.

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

GOLD LEVEL SERVICE AGREEMENT

Customer Agreement #: RPL-SA3-16-0313

This Service Agreement ("Agreement") is made and executed by and between Replay Systems, Inc. ("Replay") and **Levy County, a political subdivision of the State of Florida** (hereinafter referred to as "Purchaser").

WHEREAS, Purchaser has purchased the equipment identified on the attached Appendix II (the "Equipment"), and desires a service contract in connection with same, and

WHEREAS, Replay is in the business, among other things, of servicing items such as the Equipment, and

WHEREAS, Purchaser is desirous of obtaining from Replay, and Replay is desirous of providing, a service contract for the Equipment, on the terms and conditions contained herein,

NOW, THEREFORE, in exchange for the mutual promises, covenants, and consideration described herein, the parties hereto agree as follows:

1. RECITALS

The foregoing recitals are true and correct, and are incorporated herein by reference.

2 TERM

The term of this Agreement (the "Term") shall be for a period of one (1) year commencing on **08/12/16** and terminating on **08/11/17,** and shall automatically renew on the same terms and conditions, on an annual basis, for successive one (1) year terms unless either party notifies the other in writing of its intention not to renew at least thirty (30) days prior to the expiration of a Term.

3. SERVICE

For the services described herein Purchaser shall pay Replay a service fee (the "Service Fee") of **$8,248.00** per year (provided, however, that for each one (1) year Term after the first one (1) year Term hereof, the Service Fee shall be subject to a cost-of-living increase of no greater than five percent (5%) of the Service Fee for the immediately preceding one (1) year Term).

Replay agrees to provide 24 hour telephone consultation, 365 days a year, for service questions regarding the Equipment.

Replay agrees to provide to Purchaser local on-site service for repair of known or suspected failures of the Equipment during the Term, Monday through Friday, 8:00 a.m. through 5:00 p.m., local time, except for those holidays listed in Appendix I. Replay service technicians dispatched by the Replay service headquarters shall arrive at the Purchaser's place of business within eight (8) business hours of the diagnosis of a problem with one or more pieces of the equipment covered by this agreement that requires an onsite technician.

Replacement parts for the Equipment, if needed as a result of normal wear and tear or a defect in the Equipment, will be furnished and installed by Replay service personnel at no extra charge. The parts replaced shall become the property of Replay. If parts must be replaced due to causes other than defects or normal wear and tear, Replay shall charge, and Purchaser shall pay, the price in effect at the time for such parts and all reasonable expenses associated with Replay's cost to replace said parts.

Replacement parts (whether component parts, assemblies, subassemblies, or otherwise) may consist, in whole or in part, of new or refurbished items, at Replay's option.

In the event that a required part is not locally available and the failed part cannot be repaired by the local Replay service technician, parts will be shipped immediately by Replay or its supplier via 24-hour express service to arrive the next business morning (Monday through Friday), contingent on such notice being provided prior to 4:00 p.m. Eastern time. When notification is received after this time, the parts will be shipped no later than the following business morning. Replay shall deliver and install, at no additional cost, hardware and software Field Engineering Change Orders on the Equipment.

Under this Agreement, Replay resolves to work toward giving your Equipment availability approaching 100%. To do this, Replay will require remote access to the recorder, but always with prior knowledge, approval, and cooperation of Purchaser. If remote access is not permitted additional charges will apply. At such time, Replay may also make changes to the resident software, but never in a way that would knowingly disrupt normal operations, violate security, or disturb Purchaser's records. In addition, Replay may, from time to time, recommend and initiate replacement of suspect component parts at no expense to Purchaser, but with Purchaser's planned cooperation regarding replacement work. This will always be done with every intention of minimizing disruption.

Finally, if Replay deems it advisable for a manufacturer's service technician to visit and perform machine or operational remediation on-site, such a trip will be initiated by Replay, but with the full knowledge and cooperation of Purchaser. If such a visit is necessitated as a result of Equipment defect or normal wear and tear, the full expenses for such visit, including per diem, living expenses and all incidental costs relating either to the trip or the service work, will be the responsibility of Replay, with no cost to the Purchaser. In all other instances, Purchaser shall bear all costs and expenses associated with the visit. Purchaser shall maintain on-site environmental conditions as specified by Replay on-site representatives. These conditions will be within the common environmental range of all system components.

4. TITLE

Title to all documentation and software relating to the Equipment shall remain with Replay or its supplier, as applicable. Purchaser, as licensee, acknowledges that all such documentation and software are proprietary and confidential, and will hold in confidence all such information, as well as information concerning maintenance and diagnostics. Purchaser shall have the right to use such software as long as Purchase owns the Equipment to which the software relates, and agrees to hold in confidence all technical and trade secret information including, without limitation, the content of and information relating to software, including source code, object code, software updates supplied by Replay in respect thereto, all subsequent modifications of code made by Replay pursuant to maintenance and/or diagnostic evaluation, and all documentation relating to any of the foregoing. Purchaser ensures that access to such information will be limited to employees who must have access to use the Equipment effectively. The terms, provisions, and obligations of this section 4 shall survive the termination of this Agreement. All provisions of this section shall be subject to and in compliance with Florida Public Records laws.

Replay shall comply with all federal, state, and local statutes, laws, ordinances, rules and regulations in the performance of its obligations under this Agreement. In addition to compliance with any other laws as required by this Agreement, Replay shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Failure to comply with the provisions of this subsection shall constitute a substantial failure to perform on the part of Replay in accordance with the terms of this Agreement. Specifically, but not by way of limitation, Replay shall:

(i) Keep and maintain public records required by Purchaser to perform the service;

(ii) Upon request by Purchaser's custodian of public records, provide Purchaser with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the services to be provided by Replay under this Agreement if Replay does not transfer the records to Purchaser; and

(iv) Upon completion of the services to be provided under this Agreement, transfer, at no cost, to Purchaser all public records in possession of Replay or keep and maintain public records required by Purchaser to perform the services. If Replay transfers all public records to Purchaser upon completion of the services, Replay shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Replay keeps and maintains public records upon completion of the services, Replay shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Purchaser, upon request from Purchaser's custodian of public records, in a format that is compatible with the information technology systems of Purchaser.

The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.

For purposes of this Agreement, the term "custodian of public records" shall mean the County Coordinator of County, or his/her designee.

IF REPLAY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO REPLAY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: (352) 486-5218
E-MAIL: levybocc@levycounty.org
MAILING ADDRESS: P.O. 310, BRONSON, FL 32621

5. EXCLUSIONS

Replay's services to the Purchaser hereunder do not include:

a. Electrical work external to the Equipment;

b. Maintenance of accessories, attachments, machines, or devices other than the Equipment and/or not furnished by Replay;

c. Repair of damages resulting from: accident, neglect, negligence, intentional conduct, or misuse; fluctuations of temperature or humidity; failure of electrical power; lightning; causes other than ordinary use; or maintenance or repair of the Equipment by persons other than Replay personnel or its authorized representatives;

d. Painting or refinishing, making changes or modifications unrelated to a failure of the Equipment, or performing services connected with relocation of Equipment;

e. Adding or removing accessories, attachments, or other devices;

f. Services rendered impractical due to alterations to the Equipment or because of electrical or other connections to the Equipment not supplied by Replay;

g. Any products or accessories deemed disposable items (i.e., headsets, UPSs, tapes, DVDs, phone couplers, logger patches)

h. Any items or services not specifically described in section 3, above.

i. Customer provided servers

6. CHARGES

Charges for services provided under this Agreement are invoiced on an annual basis and are payable by Purchaser upon receipt of invoice. All other charges hereunder are likewise payable by Purchaser on receipt of invoice. Invoice amounts not paid by Purchase within thirty (30) days from the date of invoice shall be deemed delinquent, and shall be subject to a finance charge at the rate of 18% per annum, or the highest rate allowed by applicable law, whichever is lower. Furthermore, Replay's obligations hereunder during the Term, and during any renewal thereof, shall commence only after receipt of full payment by Purchaser of the invoice for said Term, and Replay may suspend service hereunder during any period in which payment of any invoice is delinquent. If the continuity of coverage under this Agreement (or between the date of termination of the original manufacturer's warranty and the date of commencement of the initial Term of this Agreement) is interrupted or suspended due to non-receipt of payment from the Purchaser, or for any reason other than an action or omission on the part of Replay, Replay may require an on-site evaluation of the Equipment to determine the condition of the Equipment before continuation of this Agreement goes into effect. The cost of parts, labor, and travel to conduct such an evaluation, and all expenses incurred in order to return the Equipment to serviceable standards of operation as deemed necessary by Replay, will be responsibility of Purchaser.

7. OPTION TO REPLACE

Purchaser shall have the option, at any time during the Term hereof, to replace the Equipment by purchasing from Replay such replacement equipment (if any) as may be then-offered by Replay. Should Purchaser exercise said option, (a) Replay shall sell such replacement equipment to Purchaser at a discount of twenty percent (20%) off of Replay's then-published prices for same, (b) this Agreement shall remain in effect, but shall be tolled during the original manufacturer's

warranty period for the replacement equipment (if any), and (c) Appendix II hereof shall be deemed amended to substitute the replacement equipment for the equipment replaced.

8. GENERAL

a. Replay's obligations hereunder are subject to delays caused by labor difficulties; fires; casualties and accidents; acts of the elements; acts of a public enemy; transportation difficulties; inability to obtain its equipment materials, or qualified labor sufficient to fill its orders; government interference or regulations; and other causes beyond Replay's control.

b. Any or all of Replay's rights or obligations under this Agreement may be assigned by Replay with notice to the Purchaser, and, on such assignment, Replay shall be released of all obligations hereunder, which obligations shall be the responsibility of the assignee thereof.

c. Replay reserves the right to modify or delete any term of this Agreement effective as of any anniversary date of the Agreement by giving at least thirty (30) days prior written notice to Purchaser. Purchaser may then elect to accept the Agreement with such modification(s) or deletion(s), or to terminate the Agreement. Failure by the Purchaser to terminate this Agreement in writing within the thirty (30) day notice period shall signify acceptance of the Agreement as amended.

d. This agreement may be entered into and/or modified only by Replay's President and the County Coordinator or designee of Purchaser. Purchaser represents and warrants that the person executing this Agreement on behalf of Purchaser is duly authorized to take such action on behalf of Purchaser.

e. **LIMITED WARRANTY AND LIMITATION OF LIABILITY. REPLAY'S LIABILITY TO PURCHASER HEREUNDER FOR DAMAGES OF ANY NATURE, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO, AND SHALL NOT EXCEED, THE MAXIMUM TOTAL CHARGES PAID OR PAYABLE BY PURCHASER TO REPLAY FOR SERVICES DURING ANY ONE YEAR UNDER THIS AGREEMENT. THIS IMPLIED WARRANTY AND LIMITATION OF LIABILITY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF "MERCHANTABILITY" OR "FITNESS FOR A PARTICULAR PURPOSE." IN NO EVENT SHALL REPLAY BE LIABLE FOR ANY LOSS OF DATA, NOR FOR LOST PROFITS, NOR FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES.**

f. Any controversy arising from this Agreement shall be governed by the laws of the State of Florida, and the litigation of any disputes arising out of this Agreement shall occur in the appropriate state or federal court located within the Northern District of Florida.

9. GRANT LICENSE

The Software Product is licensed, not sold, and is intended for use by Purchaser as a single product. Its component parts may not be separated for use on more than one computer.

Purchaser may install and use the Software Product on any computer for which it has been assigned a VPI Activation Key. The Software Product may not be rented, leased, loaned or distributed to any third party. However, the Software License may be permanently transferred provided that the recipient agrees to the terms of this Service Agreement.

Purchaser may make backup copies of the Software Product for all computers on which the Software Product is lawfully installed, for Purchaser's sole use and/or disaster recovery purposes.

Copyright notices must be maintained on the Software Product and all copies.

10. SCOPE OF SOFTWARE SERVICES

Replay agrees to provide Maintenance Services to keep the VPI's software for Purchaser's Digital Voice Logging system in, or restore it to, good working order. Service will be performed during hours set forth in the Contract. Services requested or required by the Purchaser outside these hours will be charged at Replay's then current schedule of rates and will be in addition to the Charges contained in this agreement. Where the Purchaser requests additional services outside the scope of this agreement, VPI may provide those services at standard time and material rates and conditions then in effect.

Software Maintenance Service will include:

- Free VPI software upgrades within the purchased version.
- Discounted VPI software upgrades to next version, excluding hardware.
- Telephone support 24 x 7

Software Maintenance Services do not apply where a defect is caused by:

- Improper use;
- Failure by the Purchaser to provide a suitable physical environment;
- Alterations, amendments or attachments to the System that have not been approved in writing by Replay;
- Fire, flood, lightning, earthquake and any other events over which Replay has no control;
- **Service work not performed by Replay**

11. SCOPE OF HARDWARE SERVICES

Replay agrees to provide the hardware Maintenance Services outlined herein to keep the server in good working condition for a period of five (5) years from the original date of purchase. Maintenance Services may be provided on servers outside of this period, or on Customer Provided Servers, at Replay's option only.

This Agreement replaces and supersedes any previous service agreement between the parties, and constitutes the entire Agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duty authorized representatives on the day and year set forth below.

SELLER:

REPLAY SYSTEMS, INC.
6555 N. POWERLINE RD., STE 105
FORT LAUDERDALE, FL 33309

BY:_____

SCOTT HURLEY, PRESIDENT

DATE:_____

PURCHASER:

LEVY COUNTY
9150 NE 80TH AVE.
BRONSON, FL 32621

BY:_____

PRINTED NAME/TITLE:_____

DATE:_____

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

APPENDIX I

HOLIDAY SCHEDULE

Holiday

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving

Christmas Eve

Christmas Day

APPENDIX II

Hardware, software and voice cards as listed below:

Quantity	Part #	Description
1	RPL-PERIPHERALS	Monitor, Keyboard, Mouse and Speakers Package
1	RPL-RAS	License of Remote Access Software for Service
1	RPL-VersionUpgrade	System Version upgrade to V5
22	VP-AVSW	Activ! Voice Recording License. Per activated Channel
2	VP4-Analog-8	8 Port Analog Interface Card
1	VP4-Digital-8	8 Port Digital Interface Card
1	VP4-License Transfer	VPI CAPTURE EXPRESS TRANSFER:Voice Recording License. Per Activated Channel**PSAPs under 64 Channels.(Includes three concurrent licenses)
1	VP5-Analog-24	24 Port Analog Interface Card
6	VP5-Coaching	Rules based coaching: supports desktop and classroom coaching. (requires Item RPL-TRAINING-ONSITE2).
10	VP5-CVRE	VPI CAPTURE Redundant: Voice Recording for redundant capture purposes per channel
6	VP5-Login	Enables Activ! Voice to capture agent and associate that data with call files via work station log-in. requires each agent has unique agent log-in name
1	VP5-MM-1-50	Media Messaging Link Activation. Enables media control services & media metadata capture. Sized to support between 1 and 50 recorded channels or agent
1	VP5-PSAP-2	PSAP enhanced package: Instant Recall, Live Monitor, Caller ID (if available), Incident Creation & Redaction Tool. Also includes capture of ANI/ALI
6	VP5-Q_A	VPI Quality - Agent Evaluation (Requires Item RPL-Training-Onsite2)
1	VP5-VPS-1-50	V-Portal Server Activation (CPU) License. Includes Media Services (archive mgt.), Reporting Engine and Rules Engine. Sized to support between 1 and 50
4	VP5-CVRE	VPI CAPTURE ESSENTIAL: Voice Recording License. Per Activated Channel. Up to 100 channels
1	VP5-VPS-100	V-Portal system activation (CPU) license. Sized to support systems up to 100 seats or recording channels. Priced per 100.
1	RPL-SVR-VP5-2URM-RAID1x2	2U Rack Mount: Intel 2.4 Ghz CPU, 12 GB RAM, Hot swap RAID 1 x 2 (500 GB hard drives), 3 PCI-E expansion slots, Windows Server 2008 STND R1(downgrade) or R2 (64 bit only), Redundant 700w Hot swap power, 1 DVD/RAM multi-drive
1	RPL-KVM-4Port Pkg	4 Port KVM Package -Includes (4) 10 foot cables