

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

**1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:**

ROAD/BRIDGE- ALICE LALONDE X3358

**2. MEETING DATE:**

8/16/16

**3. REQUESTED MOTION/ACTION:**

Request permission to accept vendors from the yearly bid request for operating supplies for the Levy County Road Department.

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

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES\_\_ No\_\_ BUDGET OFFICER APPROVAL \_\_\_\_\_ DATE

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

Items for Bid and Companies that were lowest bidders:

- Asphalt and Coldmix- Central Materials
- Galvanized Culvert Pipe- Gulf Atlantic Culverts
- Emulsion Prime ( Tar) - NO BID
- Motor Oil- Jack Becker Distributer
- Porta Potty- Jones plumbing
- Safety Items- Safety Zone
- Sign Materials- Lighte, Osburn, Universal
- SOD- Scherer Quality Farms
- Stripping- Jenkins

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

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES__ No	YES__ No	YES__ No	YES__ No	YES <u>X</u> No	YES__ No

**7. COMMISSION ACTION:**

APPROVED

DENIED

DEFERRED    DATE TO BRING BACK:

OTHER    SPECIFY:



**LEVY COUNTY ROAD DEPARTMENT  
BIDS AWARDED FOR 2016-2017**

BOARD MEETING: August 16, 2016

1. Asphalt & Colmix – Central Material
2. Culverts – Gulf Atlantic Culverts
3. Motor Oil – Jack Becker Dist.
4. Porta Potty – Jones Plumbing
5. Emulsion Prime (Tar) – no bids
6. Safety Items – Safety Zone
7. Signs – Lighte, Osburn, Universal
8. Sod – Scherer Quality Farms
9. Striping – Jenkins



BID LOG

BID: ASPHALT

Date Board Approved Bidding: July 5, 2016

DUE DATE/TIME: AUGUST 08, 2016 by 2pm

BID AWARDED TO: Central Materials

Company	Date Received
N.E. Whitehurst & Sons	8/3/16
Central Materials	8/8/16 10:27
Anderson Esolumbia	8/14/16



LEVY COUNTY ROAD DEPARTMENT

BID TABULATIONS FOR FISCAL YEAR 2016-2017

ITEM: ASPHALT, COLMIX

<u>NUMBER</u>	<u>ANDERSON</u>	<u>CENTRAL</u>	<u>VE WHITEHURST</u>
	<u>COLUMBIA CO.</u>	<u>MATERIALS</u>	<u>&amp; SONS, INC.</u>
ASPHALT SI PICKUP	\$63.00	\$59.50	\$60.00
ASPHALT SI DELIVERED			\$77.00
ASPHALT SIII PICKUP	\$63.00	\$59.50	\$60.00
ASPHALT SIII DELIVERED			\$77.00
COLMIX PICKUP	\$110.00	\$90.00	NO BID
COLMIX DELIVERED			
			Min. order 20 tons
			delivery must schedule
			5 working days in
			advanced.



BID LOG

BID: CULVERT PIPE

Date Board Approved Bidding: July 5, 2016

DUE DATE/TIME: AUGUST 8, 2016 by 2pm      BID AWARDED TO: Gulf Atlantic Culverts

<i>Company</i>	<i>Date Received</i>
Gulf Atlantic Culverts	8/2/16
Metal Culverts	8/4/16



<u>LL COUNTY ROAD DEPARTMENT</u>					
<u>BID TABULATIONS FOR FISCAL YR. 2016-2017</u>					
<u>CULVERT BIDS</u>					
<u>COMMODITY NO.</u>	<u>VENDOR</u>	<u>GULF ATLANTIC</u>	<u>GULF ATLANTIC</u>	<u>METAL CULVERTS</u>	<u>VENDOR</u>
	<u>VENDOR</u>	<u>GULF ATLANTIC</u>	<u>GULF ATLANTIC</u>	<u>METAL CULVERTS</u>	<u>VENDOR</u>
	<u>UNIT PRICE</u>	<u>MITERED END</u>	<u>UNIT PRICE</u>	<u>MITERED END</u>	<u>UNIT PRICE</u>
12" - 16 GAUGE	\$6.65	\$51.90	\$6.85	\$62.80	
15 INCH - 16 GAUGE	\$8.32	\$73.24	\$8.62	\$82.00	
18 INCH - 16 GAUGE	\$9.91	\$97.28	\$10.24	\$104.30	
24 INCH - 16 GAUGE	\$13.24	\$156.40	\$13.71	\$154.30	
30 INCH - 14 GAUGE	\$20.57	\$276.84	\$20.90	\$251.00	
36 INCH - 14 GAUGE	\$24.56	\$379.84	\$24.93	\$329.40	
17"X13" 16 GAUGE	\$9.00	\$78.00	\$9.24	\$103.00	
21"X15" GAUGE 16 GAUGE	\$10.54	\$102.32	\$10.86	\$135.65	
24"X18" 16 GAUGE	\$12.23	\$118.84	\$12.63	\$178.40	
28"X20" 16 GAUGE	\$14.20	\$151.80	\$14.63	\$195.95	
12 INCH BANDS EACH	\$9.97		\$10.28		
15 INCH BANDS EACH	\$12.48		\$12.93		
18 INCH BANDS EACH	\$14.86		\$15.36		
24 INCH BANDS EACH	\$19.86		\$20.57		
30 INCH BANDS EACH	\$30.85		\$31.35		
36 INCH BANDS EACH	\$36.84		\$37.40		
17"X13" BANDS EACH	\$13.50		\$13.86		
21"X15" BANDS EACH	\$15.81		\$16.29		
24"X18" BANDS EACH	\$18.34		\$18.95		
28"X20" BANDS EACH	\$21.30		\$21.95		
NUTS & NOLTS FOR BANDS (included in price of bands)	Included		Included in price		
	Minimum Order of				
	300LF				



BID LOG

BID: MOTOR OIL

Date Board Approved Bidding: July 5, 2016

DUE DATE/TIME: AUGUST 08, 2016 by 2pm

BID AWARDED TO: Jack Becker

Company	Date Received
United Fuel	7/21/16
Lewis Oil	8-5-16
? Tri County Oil	8-4-16
Jack Becker	8-8-16 12:07
Almond Oil	8-8-16 1:36pm



<u>LEVY COUNTY ROAD DEPARTMENT</u>									
<u>BID TABULATIONS FOR FISCAL YEAR 2016-2017</u>									
<u>ITEM: MOTOR OIL BID</u>									
<u>DESCRIPTION</u>	<u>VENDOR</u>			<u>Tri-County</u>			<u>Almond</u>		
	<u>Lewis</u>	<u>OIL</u>	<u>Oil Dist.</u>	<u>Oil</u>	<u>Oil</u>	<u>Oil</u>	<u>United</u>	<u>Oil</u>	<u>Jack</u>
									<u>Becker Dist.</u>
<u>LUBRICATING OIL 15W40</u>	GALLON	\$5.75	\$5.99	\$5.98	\$9.00				\$5.55
<u>GEAR LUBRICANT</u>									
85W140	GALLON		\$7.0900	\$9.27	\$7.400				\$7.72
400lb	DRUM	\$450.00	\$389.99	\$510.00					
<u>CHASSIS LUBRICANT</u>	CARTRIDGE		\$1.950	\$2.19	\$1.20				\$1.83
1000 # MORE OR LESS	tube	\$1.85							
<u>CHASSIS LUBRICANT</u>									
200 # MORE OR LESS	DRUM	\$270.00	\$231.99	\$266.00	\$240.00				\$243.60
	POUND								
<u>HYDRAULIC OIL</u>	GALLON	\$5.00	\$4.99	\$5.10	\$8.600				\$4.55
	DRUM								
	5 gall pail								
<u>AUTO TRANSMISSION</u>	GALLON	\$5.50		\$5.64					\$5.45
<u>FLUID</u>	DRUM	\$302.50	\$299.99	\$310.00	\$390.00				\$299.75
				\$0.00					



BID LOG

BID: PORTA POTTY

Date Board Approved Bidding: July 5, 2016

DUE DATE/TIME: AUGUST 8, 2016 by 2pm      BID AWARDED TO: Jones Plumbing

Company	Date Received
Jones Plumbing	7/21/16
Advance Disposal	8/8/16 12:45



<b><u>EVY COUNTY ROAD DEPARTMENT</u></b>		
<b><u>BID TABULATIONS FOR FISCAL YEAR 2016-2017</u></b>		
	<b><u>ITEM: Porta Potty</u></b>	
	<b>Jones</b>	Advance
	<b><u>Plumbing</u></b>	<u>Disposal</u>
<b>Portable Toilets</b>	<b>\$80.00</b>	<b>\$105.00</b>



BID LOG

BID: SAFETY MATERIALS

Date Board Approved Bidding: July 5, 2016

DUE DATE/TIME: AUGUST 08, 2016 by 2pm BID AWARDED TO: Safety Zone

Company	Date Received
Safety Zone	8-4-16
lights	8-4-16



<b>LEVY COUNTY ROAD DEPARTMENT</b>		
<b>BID TABULATIONS FOR FISCAL YEAR 2016-2017</b>		
<b>ITEM: SAFETY ITEMS</b>		
<b><u>NUMBER</u></b>	<b><u>Lightle</u></b>	<b><u>SAFETY</u></b>
	<b><u>Enterprises</u></b>	<b><u>ZONE SPEC.</u></b>
<b>22-00119</b>	\$63.95	\$24.33
<b>14 gauge legs &amp; plastic panels</b>		
<b>20-00120</b>	\$19.60	\$16.40
<b>20-00121</b>	\$29.50	\$15.90
<b>20-00122</b>	no bid	\$7.65
<b>20-20001</b>		
<b>20-00123 PERM.</b>	no bid	\$79.95
<b>20-00123 MAG.</b>	no bid	\$86.95
<b>20-00124 36X36</b>	\$61.00	\$17.95
<b>20-00124 48X48</b>		\$24.96
<b>20-00125</b>	no bid	\$16.20
<b>20-00127</b>	no bid	\$8.80
<b>20-00132</b>	\$2.75	\$2.30



BID LOG

BID: Signs

Date Board Approved Bidding: July 5, 2016

DUE DATE/TIME: AUGUST 08, 2016 by 2pm

BID AWARDED TO: Lighte, Osburn, Universal

Company	Date Received
Lighte	8-2-16
Osburn	8-8-16 10am
Universal (Michael Cassano)	8/8/16 1142pm



<b>LEVY COUNTY ROAD DEPARTMENT</b>			
<b>BID TABULATIONS FOR FISCAL YEAR 2016-2017</b>			
<b>ITEM: SIGN MATERIALS</b>			
<b>COMMODITY</b>	<b>VENDOR</b>	<b>VENDOR</b>	<b>VENDOR</b>
<b>NUMBER</b>	<b>Osburn</b>	<b>UNIVERSAL</b>	<b>LIGHTLE</b>
	<b>Associates</b>	<b>SIGNS</b>	<b>Enterprises</b>
20-00002	\$2.52	\$4.23	\$5.94
3	\$2.52	\$2.25	\$5.40
4	\$4.20	\$7.05	\$9.90
5	\$4.20	\$7.75	\$9.00
6	\$6.72	\$6.08	\$14.40
7	\$6.72	\$6.00	\$14.40
8	\$3.36	\$7.00	\$7.20
9	\$8.75	\$8.81	\$12.38
10	\$5.00	\$4.23	\$6.63
11	\$5.25	\$4.69	\$11.25
12	\$1.89	\$1.69	\$4.05
13	\$1.27	\$1.13	\$4.05
14	\$5.25	\$4.69	\$11.25
15	\$5.25	\$4.69	\$11.25
16	\$5.25	\$4.69	\$11.25
17	\$5.25	\$4.69	\$11.25
18	\$5.25	\$4.69	\$11.25
19	\$5.25	\$4.69	\$11.25
20	\$5.25	\$4.69	\$11.25
21	\$4.20	\$3.75	\$9.00
22	\$5.25	\$4.69	\$11.25
23	\$5.25	\$4.69	\$11.25
24	\$5.25	\$4.69	\$11.25
25	\$5.25	\$4.69	\$11.25
26	\$5.25	\$4.69	\$11.25
27	\$5.25	\$4.69	\$11.25
28	\$5.25	\$4.69	\$11.25
29	\$5.25	\$4.69	\$11.25
30	\$5.25	\$4.69	\$11.25
31	\$8.75	\$8.81	\$30.63
32	\$7.56	\$5.30	\$16.20
33	\$3.36	\$3.00	\$7.20
68	\$1.75	\$3.41	\$2.60



69	\$5.25	\$4.69	\$12.50
71	\$13.49	\$10.17	\$31.00
94	\$8.75	\$8.81	\$30.63
95	\$5.25	\$4.69	\$11.50
97	\$5.25	\$4.69	\$11.25
99	\$8.75	\$8.81	\$12.38
100	\$8.75	\$8.81	\$12.38
101	\$7.56	\$6.75	\$16.20
102	\$5.25	\$4.69	\$11.25
103	\$7.56	\$6.75	\$16.20
109	\$5.25	\$4.69	\$11.25
110	\$5.25	\$4.69	\$11.25
111	\$1.86	\$1.64	\$3.96
112	\$1.86	\$1.64	\$3.96
113	\$1.86	\$1.64	\$3.96
114	\$1.86	\$1.64	\$3.96
133	\$2.52	\$2.25	\$5.40
134	\$12.60	\$10.79	\$17.82
137	\$2.52	\$2.25	\$5.40
140	\$23.40	\$6.75	\$17.50
141	\$5.25	\$4.69	\$11.25
142	\$8.25	\$6.75	\$16.20
165	\$2.52	\$4.23	\$5.40
<b>Blanks</b>		<b>Blanks</b>	
49	\$11.70	\$11.40	\$15.60
50	\$9.75	\$9.85	\$13.00
51	\$17.55	\$13.93	\$23.40
52	\$5.85	\$5.91	\$7.80
53	\$4.20	\$4.31	\$5.70
54	\$20.03	\$11.40	\$15.60
55	\$12.18	\$12.31	\$16.25
56	\$15.60	\$15.76	\$20.80
57	\$5.11	\$5.17	\$6.83
58	\$17.55	\$17.73	\$23.40
59	\$4.38	\$4.43	\$5.85
60	\$7.80	\$7.88	\$10.40
61	\$12.15	\$12.31	\$16.25
62	\$17.55	\$17.73	\$23.40
63	\$12.18	\$9.47	\$15.80
64	\$7.00	\$5.94	\$9.10
65	\$10.70	\$11.09	\$15.85
66	\$1.95	\$5.17	\$2.60
67	\$3.24	\$3.29	\$4.33
106	\$7.80	\$7.88	\$10.40



107	\$3.60	<b>\$3.29</b>	\$4.34
108	<b>\$2.50</b>	\$2.63	\$3.48
126	<b>\$2.92</b>	\$2.96	\$3.90
132	<b>\$30.40</b>	\$31.52	\$41.60
138	\$30.00	<b>\$26.70</b>	\$40.30
139	\$16.25	<b>\$15.07</b>	\$22.50
143	\$12.50	<b>\$12.31</b>	\$16.80
148	\$0.50	<b>\$0.49</b>	\$1.20
156	<b>\$4.75</b>	\$4.93	\$6.50
157	<b>\$23.40</b>	\$23.64	\$31.20
160	<b>\$5.85</b>	\$5.91	\$7.80
162	<b>\$14.62</b>	\$14.78	\$19.50
<b>Border-material</b>	<b>Border-material</b>		
1	\$12.00	<b>\$3.52</b>	\$14.50
46	\$1,215.00	<b>\$337.50</b>	\$405.00
47	\$315.00	<b>\$337.50</b>	\$355.50
48	\$315.00	<b>\$337.50</b>	\$355.50
70	\$15.00	<b>\$5.86</b>	\$18.90
74	<b>\$315.00</b>	\$337.50	\$355.50
75	<b>\$55.00</b>	\$60.94	\$72.30
76	<b>\$55.00</b>	\$60.94	\$72.30
77	<b>\$75.00</b>	\$79.69	\$106.25
78	\$315.00	<b>\$281.25</b>	\$296.25
79	\$395.00	<b>\$337.50</b>	\$355.50
80	<b>\$210.00</b>	\$225.00	\$237.00
81	<b>\$210.00</b>	\$225.00	\$237.00
82	<b>\$210.00</b>	\$225.00	\$237.00
83	<b>\$210.00</b>	\$225.00	\$237.00
84	<b>\$210.00</b>	\$225.00	\$237.00
85	<b>\$263.00</b>	\$281.25	\$296.25
86	<b>\$263.00</b>	\$281.25	\$296.25
87	\$210.00	<b>\$56.25</b>	\$67.50
88	\$15.00	<b>\$4.69</b>	\$14.50
89	\$15.00	<b>\$7.19</b>	\$22.50
90	\$502.00	<b>\$431.25</b>	\$562.50
91	<b>\$263.00</b>	\$281.25	\$296.25
92	<b>\$263.00</b>	\$281.25	\$296.25
93	<b>\$324.00</b>	\$337.50	\$355.50
96	\$603.00	<b>\$517.50</b>	\$675.00
98	\$402.00	<b>\$345.00</b>	\$450.00
104	\$402.00	<b>\$345.00</b>	\$450.00
105	<b>\$54.00</b>	\$56.25	\$59.25
116	\$15.00	<b>\$5.86</b>	\$18.50
117	\$15.00	<b>\$5.86</b>	\$18.50



118	\$502.00	\$431.25	\$562.50
120	\$502.00	\$431.25	\$562.50
128	\$510.00	\$225.00	\$270.00
129	\$1,012.00	\$281.25	\$337.50
135	\$570.00	\$450.00	\$474.00
136	\$432.00	\$450.00	\$474.00
145	\$502.00	\$431.25	\$562.50
146	\$160.00	\$196.12	\$270.00
147	\$263.00	\$281.25	\$296.25
149	\$465.00	\$425.00	\$468.75
150	\$408.00	\$425.00	\$468.75
151	\$502.00	\$431.25	\$562.50
152	\$101.00	\$86.25	\$112.50
153	\$72.00	\$72.00	\$96.75
154	\$24.00	\$24.00	\$32.25
155	\$48.00	\$48.00	\$64.50
158	\$452.00	\$450.00	\$474.00
159	\$452.00	\$450.00	\$474.00
164	\$220.00	\$225.00	\$237.00
10001	\$335.00	\$337.50	\$355.50
10002	\$335.00	\$337.50	\$355.50
10003	\$603.00	\$517.50	\$675.00
10004	\$603.00	\$517.50	\$675.00
10005	\$603.00	\$517.50	\$675.00
<b>Posts, etc</b>	<b>Post, etc</b>	<b>Posts, etc</b>	
72	\$2.25	\$3.09	\$2.90
73	\$24.00	\$19.20	\$17.40
115	\$22.00	\$14.95	\$22.50
163	\$17.10	\$18.69	\$14.95
130	\$22.00	\$14.95	\$22.50
131	\$22.00	\$14.95	\$22.50
10006	\$26.00	\$22.40	\$25.90
161	\$3.15	\$3.09	\$2.90



BID LOG

BID: SOD

Date Board Approved Bidding: July 5, 2016

DUE DATE/TIME: AUGUST 08, 2016 by 2pm      BID AWARDED TO: Schen Quality Farm

<i>Company</i>	<i>Date Received</i>
Schen Quality Farm	8-4-16



<u>EVY COUNTY ROAD DEPARTMENT</u>	
<u>BID TABULATIONS FOR FISCAL YEAR 2016-2017</u>	
<u>ITEM: Sod</u>	
	VENDOR
	<u>Scherer Quality</u>
Per roll (approximately 280 sq ft)	\$25.00



BID LOG

BID: STRIPING

Date Board Approved Bidding: July 5, 2016

DUE DATE/TIME: AUGUST 08, 2016 by 2pm BID AWARDED TO: Jenkins

Company	Date Received
Jenkins Painting	7-26-16



<b><u>EVY COUNTY ROAD DEPARTMENT</u></b>	
<b><u>BID TABULATIONS FOR FISCAL YEAR 2016-2017</u></b>	
<b><u>ITEM: STRIPING</u></b>	
-	<b>VENDOR</b>
	<b><u>JENKINS</u></b>
<b>LINEAR FEET</b>	
4" EDGELINE-WHITE	<u>0.07</u>
4"SKIP-YELLOW	<u>0.06</u>
4" SOLID LINE-YELLOW	<u>0.07</u>
24" SOLID WHITE THERMOPLASTIC STOP BARS	<u>10</u>
6 " EDGELINE-WHITE	<u>0.08</u>
6 " SKIP-YELLOW	<u>0.07</u>
6 " SOLID LINE-YELLOW	<u>0.08</u>
CROSSWALK THERMOPLASTIC BARS	<u>6</u>
R/R SYMBOLS THERMOPLASTIC	<u>350</u>
DIRECTIONAL ARROW THERMOPLASTIC	<u>85</u>
SCHOOL MESSAGES THERMOPLASTIC	<u>300</u>
<b>JENKINS PAINTING</b>	
<b>COMMITTEE RECOMMENDATION</b>	



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

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

ROAD/BRIDGE- CASEY DUQUETTE X3358

2. MEETING DATE:

8/16/2016

3. REQUESTED MOTION/ACTION: Approve Resolution 2016-042 to Rename NE 140<sup>th</sup> Ave A.K.A. LCR 104, A.K.A. Olive Drive to U-Pick Lane.

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

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES\_\_ No\_\_ BUDGET OFFICER APPROVAL \_\_\_\_ DATE

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

A request has been made by Brad Etheridge, a Levy County resident, to amend the name of NE 140<sup>th</sup> Ave, a/k/a LCR 104, a/k/a Olive Drive to U-Pick Lane. The Road Department of Levy County will create and install signage upon payment of fees for the actual cost for creation and instillation of new signage by the requestor, Brad Etheridge.

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

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

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:



**RESOLUTION  
NUMBER 2016-042**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, RENAMING NE 140<sup>TH</sup> AVENUE, A/K/A LCR 104, A/K/A OLIVE DRIVE, AS U-PICK LANE; DIRECTING A STREET SIGN TO BE CREATED AND INSTALLED REFLECTING THE REVISED STREET NAME UPON PAYMENT OF COSTS; PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, the Board of County Commissioners of Levy County ("the Board"), pursuant to Section 336.05, Florida Statutes, is authorized to name streets and roads lying outside the boundaries of any incorporated municipality; and

**WHEREAS**, a request has been made by Brad Etheridge, a Levy County resident, to amend the name of NE 140<sup>th</sup> Avenue, a/k/a LCR 104, and a/k/a Olive Drive, by adding the name of U-Pick Lane to the existing name of the road; and

**WHEREAS**, the Board finds that it is in the public interest to formally designate and amend the name of NE 140<sup>th</sup> Avenue, a/k/a LCR 104, and a/k/a Olive Drive, to U-Pick Lane, a/k/a NE 140<sup>th</sup> Avenue, a/k/a LCR 104, and a/k/a Olive Drive, and direct the creation and installation of signage reflecting the revised road name on such road.

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

1. The section of the road currently known as NE 140<sup>th</sup> Avenue, a/k/a LCR 104 and a/k/a Olive Drive, from its intersection with NE 20<sup>th</sup> Street northward to its intersection with to NE 40<sup>th</sup> Street, is hereby named and designated as U-Pick Lane, a/k/a NE 140



Avenue, a/k/a LCR 104, and a/k/a Olive Drive.

2. The Road Department of Levy County is hereby directed to create and install signage reflecting the addition of the name of U-Pick Lane to the existing signage for NE 140<sup>th</sup> Avenue, a/k/a LCR 104, and a/k/a Olive Drive, upon payment of a fee reflecting the Road Department's actual costs for creation and installation of such new signage by the requestor of the name change, Brad Etheridge.

**PASSED AND DULY ADOPTED** this 16<sup>th</sup> day of August, 2016.

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

\_\_\_\_\_  
John Meeks, Chairman

**ATTEST:**

Danny J. Shipp, Clerk of the 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



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

**1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:**

ROAD/BRIDGE- ALICE LALONDE X3358

**2. MEETING DATE:**

8/16/16

**3. REQUESTED MOTION/ACTION:**

Request Approval of Resolution Number 2016-049 Authorizing the execution of an amendment to the traffic signal maintenance and compensation agreement with the FDOT for maintenance and continuous operation of traffic signals and devices in Levy County, FL; and providing for execution of annual exhibits.

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

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES\_\_ NO\_\_ BUDGET OFFICER APPROVAL \_\_\_\_\_ DATE

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

At the request of FDOT, the Board desires to enter into an Amendment to the agreement to provide an amendment to certain provision of the agreement and the board desire to amend Resolution 2015-20 to update authorizations for authority to execute and submit annual exhibits to the agreement as amended, that contain the lists of traffic signals and devices to be maintained by the County which many be subject to compensation by FDOT.

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

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

**7. COMMISSION ACTION:**

APPROVED

DENIED

DEFERRED    DATE TO BRING BACK:

OTHER    SPECIFY:



**RESOLUTION  
2016-049**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE AND CONTINUOUS OPERATION OF TRAFFIC SIGNALS AND DEVICES IN LEVY COUNTY, FLORIDA; AND PROVIDING FOR EXECUTION OF ANNUAL EXHIBITS.**

**WHEREAS**, the Board of County Commissioners of Levy County, Florida (Board) has the authority to enter into agreements with the Florida Department of Transportation (DOT); and

**WHEREAS**, on June 2, 2015, the Board adopted Resolution 2015-20, approving a Traffic Signal Maintenance and Compensation Agreement with FDOT (herein "the Agreement"); and

**WHEREAS**, whereby Levy County provides certain maintenance to traffic signals and devices installed on the State Highway System, and FDOT provides annual compensation for such maintenance; and

**WHEREAS**, at the request of FDOT, the Board desires to enter into an Amendment to the Agreement (herein "the Amendment"), to provide for amendment to certain provisions of the Agreement; and

**WHEREAS**, the Board desires to amend Resolution 2015-20 to update authorizations for authority to execute and submit annual exhibits to the Agreement, as amended, that contain the lists of traffic signals and devices to be maintained by the County which may be subject to compensation by FDOT.

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

1. The Amendment to the Traffic Signal Maintenance and Compensation Agreement between Levy County and the Florida Department of Transportation, Contract



No. ARV29, and Financial Project ID No. 41352518812 ("Amendment") is hereby approved. The Chair of the Board, or in the Chair's absence, the Vice-Chair of the Board, is hereby authorized to execute the Amendment on behalf of the Board.

2. Resolution 2015-20 is hereby amended by the deletion of paragraph 2 of Resolution 2015-20, and the replacement of such paragraph 2 with the following:

The County Coordinator of Levy County, or his/her designee, is hereby authorized on behalf of the Board to complete and execute any and all annual exhibits to the Agreement, as the same may be amended, or any other documents that show the then-existing traffic signals and devices on the State Highway System within the jurisdiction of Levy County that are maintained by Levy County under the Agreement, as amended, and which may or may not be subject to compensation under the Agreement, as amended.

**DULY PASSED AND ADOPTED THIS 16<sup>th</sup> day of August, 2016.**

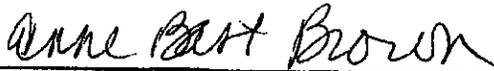
**BOARD OF COUNTY COMMISSIONERS  
OF LEVY COUNTY, FLORIDA**

ATTEST:

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

\_\_\_\_\_  
John Meeks, Chairman

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Anne Bast Brown, County Attorney

\_\_\_\_\_  
Danny J. Shipp, Clerk



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE  
AND COMPENSATION AGREEMENT**

CONTRACT NO. ARV29  
FINANCIAL PROJECT NO. 41352518812  
F.E.I.D. NO. F596000717055  
AMENDMENT NO. \_\_\_\_\_

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and Levy County, ("Maintaining Agency").

**RECITALS**

WHEREAS, the Department and the Maintaining Agency on 7/23/2015 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

\_\_\_\_\_, Florida  
(Maintaining Agency)

By

\_\_\_\_\_  
(Authorized Signature)

Print/Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney: Anne Best Brown Date: 8/7/2016

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

By

\_\_\_\_\_  
(Authorized Signature)

Print/Type Name: Jerry Ausher

Title: District Traffic Operations Engineer

Legal Review: \_\_\_\_\_



## ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE  
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO.	ARV29
FINANCIAL PROJECT NO.	41352518812
F.E.I.D. NO.	F596000717055

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under Act VIII, § 1 and § 125.01, Fla. Stat. to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
  - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
  - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties



**ATTACHMENT 1****REVISED TERMS AND CONDITIONS FOR THE  
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
  - (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
  - (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.
7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
  8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
  9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
  10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.



## ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE  
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates County Coordinator as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
13. Payment will be made in accordance with Section 215.422, Florida Statutes. *\*or designee*
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:



**ATTACHMENT 1****REVISED TERMS AND CONDITIONS FOR THE  
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
  - a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical



**ATTACHMENT 1**  
**REVISED TERMS AND CONDITIONS FOR THE**  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.

- b. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
- c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.
32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a



**ATTACHMENT 1****REVISED TERMS AND CONDITIONS FOR THE  
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
  - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
  - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.











**ATTACHMENT 1**  
**REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL**  
**MAINTENANCE AND COMPENSATION AGREEMENT**

**EXHIBIT B**  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

**1.0 PURPOSE**

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

**2.0 COMPENSATION FOR MAINTENANCE AND OPERATION**

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus any retainage or forfeiture*) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus any retainage or forfeiture*) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

**Unit Compensation Rates per Intersection on the State Highway System**

FY	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

\*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

**3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES**

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of



**ATTACHMENT 1****REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL  
MAINTENANCE AND COMPENSATION AGREEMENT**

damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

**4.0 PAYMENT PROCESSING**

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30<sup>th</sup> of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.



**ATTACHMENT 1****REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL  
MAINTENANCE AND COMPENSATION AGREEMENT****EXHIBIT C****Reimbursement for Replacement and/or Repair of  
Damaged Traffic Signals and Devices**

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

<b>Date and Time of Accident/Incident:</b>	
<b>Location of Accident/Incident:</b>	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"> <li>1. Attach pictures of damaged traffic signals and devices.</li> <li>2. Attach invoices or receipt of equipment purchased to replace damaged components.</li> <li>3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.</li> </ol>	
Contract No.: _____	
Project No.: _____	
<b>Total Lump Sum Reimbursement Amount</b>	
<b>\$</b>	

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

\_\_\_\_\_  
Maintaining Agency                      Date

\_\_\_\_\_  
District Traffic Operations Engineer      Date



## Levy County Board of County Commissioners

### Agenda Item Summary

**1. NAME/ORGANIZATION/TELEPHONE:**

John Meeks, Chairman/Commissioner District 1

**2. MEETING DATE:**

August 16, 2016

**3. REQUESTED MOTION/ACTION:**

Request to appoint Karen Smith to Seat 1 of the Planning Commission in place of Vaughn Lee.

**4. Agenda Presentation**

*Time Requested:* \_\_\_\_\_

(Request will be granted if possible)

**ALLOTTED TIME NOT**

**MORE THAN 15 MINUTES**

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

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes \_\_\_ No \_\_\_      BUDGET OFFICER APPROVAL \_\_\_\_\_ DATE

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

**ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED**

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

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
Yes ___ No	Yes ___ No	Yes ___ No	Yes ___ No	Yes ___ No	Yes ___ No

**8. COMMISSION ACTION:**

APPROVED

DENIED

DEFERRED      DATE TO BRING BACK:

OTHER      SPECIFY:



## Levy County Board of County Commissioners

### Agenda Item Summary

**1. NAME/ORGANIZATION/TELEPHONE:**

Lilly Rooks, Commissioner District 4

**2. MEETING DATE:**

August 16, 2016

**3. REQUESTED MOTION/ACTION:**

Discuss the letter from The City of Cedar Key requesting use of BOCC owned Land, located on Dock Street in Cedar Key.

**4. Agenda Presentation**

*Time Requested:* \_\_\_\_\_

(Request will be granted if possible)

**ALLOTTED TIME NOT**

**MORE THAN 15 MINUTES**

**5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES\_ NO\_ IF NO, STATE ACTION REQUIRED**

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES\_\_ NO\_\_      BUDGET OFFICER APPROVAL \_\_\_\_\_ DATE

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

**ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED**

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

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

**8. COMMISSION ACTION:**

APPROVED

DENIED

DEFERRED      DATE TO BRING BACK:

OTHER      SPECIFY:



*Lilly*

# *City of Cedar Key*

## *The Island City*

Phone (352) 543-5132 \* Fax (866) 674-2419 \* P.O. Box 339 \* Cedar Key, Florida 32625

Levy Board of County Commissioners  
Attention: Lilly Rooks  
Levy County Courthouse  
355 S Court St  
Bronson, FL 32621

August 1, 2016

County Commissioners:

The City of Cedar Key is requesting permission to utilize the BOCC Land on Dock Street. This request will facilitate the use of potential supply storage during the RBEG Grant Construction process as well as the utilization of the property for future opportunities to alleviate the parking constraints on Dock Street.

Parcel Number 0876800000

Legal Description: SEC; 32, TWP: 15, RNG: 13, 32-15-13 CEDAR KEY DOCK 10 TRACT or BOOK 813  
PAGE 930.

Thank you for the consideration.



Heath Davis  
Cedar Key Mayor



**REGULAR MEETING  
LEVY COUNTY BOARD OF COUNTY COMMISSIONERS  
JULY 5, 2016**

The Regular Meeting of the Board of Levy County Commissioners was held on July 5, 2016 at 9:00 A.M. in the Levy County Board of County Commissioners meeting room with the following Commissioners present:

Chairman John Meeks  
Comm. Rock Meeks  
Comm. Danny Stevens  
Comm. Lilly Rooks  
Comm. Mike Joyner

Also present were:

County Attorney – Anne Bast Brown  
County Coordinator – Fred Moody

Chairman John Meeks called the Meeting to order at 9:00 A.M. Comm. Joyner gave the invocation, followed by the Pledge of Allegiance.

**EXPENDITURES**

Comm. Rooks made a motion to approve the following expenditures presented for payment. Second was made by Comm. Joyner and the MOTION CARRIES.

<b>CHECK NUMBER</b>	<b>124022-124184</b>
<b>FUND</b>	<b>AMOUNT</b>
GENERAL REVENUE	1,159,810.18
ROAD	16,101.57
SHIP	14,880.00
TRANSPORTATION	14,148.93
911	12,560.17
COURT FACILITIES	26,075.00
EMS	8,351.42
FIRE	6,135.45
TOURIST DEVELOPMENT	71.67
UTILITIES	356.30
LANDFILL	17,386.37
<b>TOTAL</b>	<b>\$ 1,275,877.06</b>
<b>EFT PAYMENT</b>	<b>\$ 33,524.47</b>

**TOURIST DEVELOPMENT**

Carol McQueen

Review of quotes for hiring vendors for the creative design and printing of the Big Bend Shellfish Trail Map using a grant from the Conservation Fund. Map will include Levy, Dixie, Taylor and Jefferson counties.

Mrs. McQueen presented quotes received for the creative design and printing of the Big Bend Shellfish Trail map which will include Levy, Dixie, Taylor and Jefferson counties.



The quotes received are listed below:

<u>Vendor Name</u>	<u>Creative Design Quote</u>	<u>Interactive Map Quote</u>	<u>Printing Quote</u>
Sparxoo	\$16,830	\$28,380	none
Akers Media	\$15,000	none	\$14,325/50K \$25,825/100K
JS Design Studio	\$5,000	none	\$12,155/50K S/H \$300
Global Printing	none	none	\$10,650/50K S/H \$1,600 \$21,000/100K S/H \$2,950

Mrs. McQueen recommended the Board award the bid to JS Design Studio.

Comm. Rock Meeks made a motion to award the bid to JS Design Studio as recommended. Second was made by Comm. Joyner and the MOTION CARRIES.

## NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

Scott Koons, Executive Director

Adopt a resolution adopting the amended Interlocal Agreement Creating the North Central Florida Regional Planning Council to become a member local government of the Council and appoint a County Commissioner to be the County's representative to the Council. - **TABLED** -

## COUNTY COORDINATOR

Fred Moody

- A. Requesting approval for Preliminary Rate Resolution for Roadway Maintenance Service Assessments, Resolution No. 2016-037.

Mr. Moody requested Board approval of the Preliminary Rate Resolution for Roadway Maintenance Service Assessments, Resolution 2016-037 and stated there are no changes in the rates for any of the Assessments. Mr. Moody also stated there will be a Final Rate Resolution for each of the Resolutions to be approved in September.

Comm. Rock Meeks made a motion to approve Resolution 2016-037 as requested. Second was made by Comm. Rooks and the MOTION CARRIES.

- B. Requesting approval for Preliminary EMS Tax Assessment Rate Resolution No. 2016-035.

Mr. Moody requested Board approval of the Preliminary EMS Tax Assessment Rate, Resolution 2016-035.

Comm. Rooks made a motion to approve Resolution 2016-035 as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

- C. Requesting approval for Preliminary Rate Resolution for Solid Waste Assessments, Resolution No. 2016-036.

Mr. Moody requested Board approval of the Preliminary Rate Resolution for Solid Waste Assessments, Resolution 2016-036.

Comm. Joyner made a motion to approve Resolution 2016-036 as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

- D. Requesting approval for Preliminary Rate Resolution for Fire Protection Services, Resolution No. 2016-034.



Mr. Moody requested Board approval of the Preliminary Rate Resolution for Fire Protection Services, Resolution 2016-034.

Comm. Rooks made a motion to approve Resolution 2016-034 as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

Those in the audience commenting on the Resolutions were Dana Sheffield and Sallie Ann Collins.

E. Request date and time for 2016-2017 Budget Workshop.

Mr. Moody requested the Board set a date and time for a 2016-2017 Budget Workshop.

After discussion, the Board agreed to set a Budget Workshop on Wednesday, July 13<sup>th</sup> at 9:00 A.M. followed by the Fire Departments at 2:00 P.M.

## HUMAN RESOURCE

Jacqueline Martin, Manager

Request a motion to set health insurance premiums paid by the Board for employees' coverage(s) for Fiscal Year 2016-17.

Ms. Martin presented rates to the Board and requested they set the amount paid by the Board for employees' coverage(s) for health insurance premium rates for fiscal year 2016-2017, which is a 6.1% increase. Ms. Martin stated she would like to set the dates for open enrollment on August 16<sup>th</sup> and August 17<sup>th</sup> and requested the Board make a decision before this time.

The Commissioners agreed to discuss this further at the Budget Workshop on July 13<sup>th</sup>.

## TRANSIT

Connie Conley, Director

Requesting Board approval on Resolution 2016-031 and approval of 2016/2017 Transportation Disadvantaged Trip and Equipment Grant.

Mrs. Conley requested Board approval of Resolution 2016-031 and approval of the 2016/2017 Transportation Disadvantaged Trip and Equipment Grant in the amount of \$474,013.00 with the local match amount at \$41,915.00.

Comm. Stevens made a motion to approve Resolution 2016-031 and the 2016-2017 Transportation Disadvantaged Trip and Equipment Grant as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

## SHIP

Shenley Neely, Planning Director

Requesting a motion to approve Deferred Payment Loan Agreement for Ethan Cummings, PA #535 for an existing unit in Williston, FL 32696.

Ms. Neely requested Board approval of a Deferred Payment Loan Agreement for Ethan Cummings, PA #535 for an existing unit in Williston, FL in the amount of \$14,880.

Comm. Stevens made a motion to approve the Deferred Payment Loan Agreement as presented. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

Comments were made by Dana Sheffield.



## ROAD DEPARTMENT

Alice LaLonde, Administrative Office Manager

- A. Request permission to advertise bids for the yearly operating supplies for the Levy County Road Department.

Mrs. LaLonde requested Board approval to advertise bids for the yearly operating supplies for the Levy County Road Department.

Comm. Rock Meeks made a motion to approve the request to advertise bids for yearly operating supplies as requested. Second was made by Comm. Stevens and the MOTION CARRIES.

- B. Request approval for Resolution 2016-041 repealing a Resolution recorded in OR 241, Pg. 213 in the official records of Levy County, FL repealing weight limit (10 tons) on CR 40 from US HWY 19E to the Levy County/Marion County line.

Mrs. LaLonde requested Board approval of Resolution 2016-041 repealing a Resolution recorded in OR 241, Pg. 213 in the official records of Levy County, FL repealing the weight limit (10 tons) on CR 40 from US HWY 19E to the Levy County/Marion line.

Comm. Stevens made a motion to approve Resolution 2016-041 as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

## PUBLIC COMMENT

Scott Lippman thanked Mrs. Conley and the Transit Department for their assistance with the recently held DOT meeting for providing shuttle service to those attending the meeting.

## COMMISSIONERS' REPORTS

**Comm. Rooks** expressed an interest in requesting DOT research the area on SR 24 near the race track where the fatal accident happened Saturday to determine if the roadway can be changed in any way to make it safer. Comm. Rooks stated Comm. John Meeks was re-elected to serve on the Board of Directors for the Florida Association of Counties and also awarded the President's award. Comm. John Meeks also is serving on the Leadership Team for the Small County Coalition.

**Comm. Rock Meeks** stated the Independence Day parade in Williston was a success and the Fireworks in Cedar Key was a success last night.

**Comm. Stevens** spoke of the I-75 Task Force issue and whether or not the Board should take a position on it. Comm. John Meeks stated he would like to wait until the next Board meeting to take a position on this. Comm. John Meeks also spoke of the I-75 issue stating the last meeting will be at the Livestock Pavilion in Ocala.

After discussion, Comm. Stevens made a motion to have Atty. Brown draft a letter to DOT with all of the Commissioners' signatures requesting they carefully examine and consider all secondary roads before moving forward with whatever plans they may have concerning the I-75 expansion. This letter will also be copied to the I-75 Task Force. Second was made by Comm. Joyner and the MOTION CARRIES. Comm. John Meeks voted NO.

**Comm. John Meeks** reported the Bronson Fireworks and celebration was a success. Comm. John Meeks also stated the Board had recently received notification from the United States Nuclear Regulatory Commission informing them Duke Energy is planning to move forward with their application process to build a Nuclear Plant on the Levy County Property.



**NON-AGENDA ITEM**

Comm. Stevens made a motion to hear a non-agenda item. Second was made by Comm. Rooks and the MOTION CARRIES.

Comm. Stevens spoke of several areas between Bronson and Archer on SR24 and SR41 S at CR326 and the accidents which have taken place in these areas as spoken of by Comm. Rooks.

Stevens made a motion to draft a letter to send to DOT requesting they address the locations as stated above in a timely manner. Second was made by Comm. Rooks and the MOTION CARRIES.

The meeting recessed at 11:03 A.M.  
The meeting reconvened at 2:00 P.M.

**PUBLIC SAFETY DIRECTOR INTERVIEWS**

The following applicants were interviewed by the Board for the Public Safety Director position:

- Lamar Stegall
- Wayne Watts, Jr.
- James Harrell
- James Campbell

After interviewing the applicants, the Commissioners ranked the applicants as follows:

	<b>Comm. Rock Meeks</b>	<b>Comm. Stevens</b>	<b>Comm. John Meeks</b>	<b>Comm. Rooks</b>	<b>Comm. Joyner</b>
<b>1</b>	Lamar Stegall	James Harrell	Lamar Stegall	Lamar Stegall	James Campbell
<b>2</b>	James Harrell	Wayne Watts, Jr.	James Harrell	James Campbell	Lamar Stegall
<b>3</b>	James Campbell	Lamar Stegall	James Campbell	James Harrell	James Harrell
<b>4</b>	Wayne Watts, Jr.	James Campbell	Wayne Watts, Jr.	Wayne Watts, Jr.	Wayne Watts, Jr.

The results of the Commissioners' rankings are listed below:

- 1. Lamar Stegall
- 2. James Harrell
- 3. James Campbell
- 4. Wayne Watts, Jr.

The Commissioners agreed to have staff contact Mr. Stegall to offer the position to him.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE COMMISSION, THE MEETING ADJOURNED AT 4:50 P.M.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
LEVY COUNTY, FL

\_\_\_\_\_  
Clerk of Court, Danny J. Shipp

\_\_\_\_\_  
Chairman, John Meeks





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John Meeks  
District 1

Rock Meeks  
District 2

Mike Joyner  
District 3

Lilly Rooks  
District 4

Danny Stevens  
District 5

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## AGENDA

### **Budget Workshop** **August 16, 2016**

Call to Order  
Invocation  
Pledge to Flag

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

\*Any additional matter to be brought before the Board

Adjourn

