

Levy County Board of County Commissioners
Agenda Item Summary

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

DEPARTMENT OF PUBLIC SAFETY

2. MEETING DATE:

April 4, 2017

3. REQUESTED MOTION/ACTION:

The Department of Public Safety is requesting the Board's approval and the Chairman's signature to send a notice to EMS Management & Consultants, Inc. to renew the Billing Services Agreement with them for a one year term.

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)

The Department of Public Safety is requesting the Board's approval and the Chairman's signature to send a notice to EMS Management & Consultants, Inc. to renew the Billing Services Agreement with them for a one year term.

This renewal will extend the term of the Agreement through April 30, 2018.

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

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

COUNTY COMMISSIONERS LEVY COUNTY, FLORIDA



GOVERNMENT
SERVING
CITIZENS

John Meeks
District 1

Rock Meeks
District 2

Mike Joyner
District 3

Lilly Rooks
District 4

Matt Brooks
District 5

April 4, 2017

EMS Management & Consultants, Inc.
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Re: Billing Services Agreement dated May 1, 2013, by and between EMS Management & Consultants, Inc., and Levy County, Florida ("Agreement")

Dear EMS Management & Consultants, Inc.:

Pursuant to paragraph 4(a) of the above-referenced Agreement, this letter serves as notice by Levy County to EMS Management & Consultants, Inc., of Levy County's intention to renew the Agreement for a one year term. This renewal will extend the term of the Agreement through April 30, 2018.

Sincerely,

John Meeks, Chair
Board of County Commissioners

JM/amr

cc: Karen M. Wilson

Levy County Board of County Commissioners
Agenda Item Summary

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

ROAD/BRIDGE- ALICE LALONDE X3358

2. MEETING DATE:

4/4/17

3. REQUESTED MOTION/ACTION: Request permission to advertise to bid for blasting at the Gulf Hammock Rock Pit.

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

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

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

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

Requesting permission to advertise to bid for blasting of rock at the Gulf Hammock Rock Pit.

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 Board of County Commissioners
Agenda Item Summary**

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

ROAD/BRIDGE- ALICE LALONDE X3358

2. MEETING DATE:

4/4/17

3. REQUESTED MOTION/ACTION:

Request approval of FDOT Railroad Reimbursement Agreement for CR 335

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)

FDOT (Financial Project ID 438641-1-57-01) and Levy County wishes to enter into agreement with FL Northern Railroad to install (2) new flashing lights and gates equipped with required hardware on CR 335 (NE 75 ST) . Florida Northern Railroad is our contractor to maintain all railroad crossings per Agreement dated July 31, 1996 between Levy County and CSX (Now FL Northern Railroad)

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:



Florida Department of Transportation

RICK SCOTT
GOVERNOR

2198 Edison Avenue, MS 2806
Jacksonville, Florida 32204

RACHEL D. CONE
INTERIM SECRETARY

Mrs. Alice E. LaLonde
Administrative Manager
Levy County Road Department
620 North Hathaway Avenue
Bronson, Florida 32621

Financial Project No. 438641-1-57-01
Road Name – CR 335 (NE 75th Street), FAP No. RHH-D217-010B
Levy County, Parcel No. 13(34620-2150)
Crossing No. 622530H, RRMP: AR 748.27

Dear Mrs. LaLonde:

The Department proposes to install two (2) new flashing lights and gates equipped with 12" LED light units and pole mounted bells, factory wired shelter with PMD-3 train detection, cable, conduits, rail bonds, track connection kits, and AC meter service at the above referenced crossing location in Williston, Florida. The project is presently scheduled for completion of negotiations by **March 27, 2017**. Your cooperation toward having all agreements authorized prior to that date will be appreciated.

Please have the attached drafts signed and return to this office for final authorization. After final execution, I will date the agreements and return a fully executed original to your office for your records.

Should additional information or meeting with Department representatives be needed, please contact my office at (904) 360-5686.

Sincerely,

Kyle Coffman

Kyle Coffman
District Rail Administration Specialist

Enclosure

cc: Scott Allbritton, Tallahassee Rail Office

RECEIVED MAR 16 2017
he go

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY

725-090-27
 RAIL
 OGC - 02/14

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43864115701	CR335 (NE 75th Street)	LEVY	13(34620-2150)	RHH-D217-010B

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Florida Northern Railroad, a corporation organized and existing under the laws of Florida with its principal place of business in the City of Plymouth, County of Orange State of Florida, hereinafter called the COMPANY; and Levy County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 43864115701, on CR335 (NE 75th Street), which crosses at grade the right of way and tracks of the COMPANY'S Milepost AR 748.27, FDOT/AAR Crossing Number 622530H, at or near Williston, Florida as shown on DEPARTMENT'S Plan Sheet No. N/A, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type III Class III and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
2. After installation of said signals is completed, one hundred (100%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to ensure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

- (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.
- (b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 163,948.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ _____, as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ _____ credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/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 or by calling the Division of Consumer Services at 1-877-693-5236.

18. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

19. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

21. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

22. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract,

whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.

23. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. expressly require any subcontractors performing work or providing services pursuant to the state contract 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 contract term.

24. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

25. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

26. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

27. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

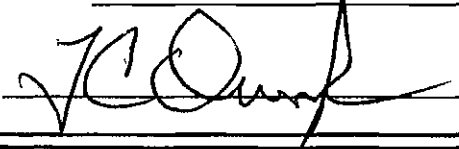
28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Greg Evans, District Two Secretary)

COMPANY: Florida Northern Railroad Co

BY:  _____
Thomas C. Owen Jr. President

Levy COUNTY, FLORIDA

BY: JOHN MEEKS
(TITLE: CHAIRMAN)

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

Legal Review	Approved as to Funds Available	Approved as to FAPG Requirements
BY: _____	BY: _____	BY: Exempt from FHWA review
Attorney - DOT Date	Comptroller - DOT Date	FHWA Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES
ANNUAL MAINTENANCE COSTS

725-090-41
 RAIL
 OGC - 07/16

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43864115701	CR335 (NE 75th Street)	LEVY	13(34620-2150)	RHH-D217-010B

COMPANY NAME: Florida Northern Railroad

A. FDOT/AAR XING NO.: 622530H RR MILE POST TIE: AR 748.27

B. TYPE SIGNALS PROPOSED III CLASS III DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	2-Quadrant Flashing Lights with One Track	\$2,386.00
II	2-Quadrant Flashing Lights with Multiple Tracks	\$3,158.00
III	2-Quadrant Flashing Lights and Gates with One Track	\$3,600.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	\$4,520.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	\$7,116.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	\$8,930.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2016 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
WORK DESCRIPTION
GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-09
 RAIL
 05/02

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43864115701	CR335 (NE 75th Street)	LEVY	13(34620-2150)	RHH-D217-010B

RAILROAD COMPANY

Florida Northern Railroad

- A. JOB DESCRIPTION & LOCATION: Install flashing lights & gates on CR335 in Williston
- B. TYPE OF ROADWAY FACILITY: Two way street
- C. FDOT/AAR XING NO.: 622530H RR MILE POST TIE: AR 748.27
- D. TYPE CROSSING PROPOSED: III CLASS: III DOT INDEX NO.: 17882
- E. STATUS AND PROPOSAL:

1. EXISTING DEVICES: (See Agreement dated _____)

- a. None-New Crossing.
- b. Crossbuck and Disk.
- c. Flashing Signals with Disk.
- d. Flashing Signals with Cantilever.
- e. Flashing Signals with Gates.
- f. Flashing Signals with Cantilever and Gates.

2. PROPOSED DEVICES: (Safety Index Rating 2414)

- a. No revision required.
- b. Crossbuck and Disk.
- c. Flashing Signals and Disk.
- d. Flashing Signals with Cantilever.
- e. Flashing Signals with Gates.
- f. Flashing Signals with Cantilever and Gates.
- g. Relocate existing signal devices:
 - (1) (With-Without) addition of Gates.
 - (2) (With-Without) synchronization with highway traffic signals.
 - (3) (With-Without) constant warning time.

F. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS

- 1. N/A By Others (_____ Company.)
- 2. By Railroad Company.

G. AUTHORITY REQUESTED:

(Draft attached: Yes No.)

- 1. Agreement (Third Party Participating Levy County)
- 2. Supplemental Agreement No. _____
- 3. Crossing Permit. _____
- 4. Estimate for Change Order No. _____
- 5. Letter of Authority.
- 6. Letter of Confirmation (No Cost to Department).

H. OTHER REMARKS:

Negotiations to be completed by: February 2017

Signal installation target date: _____

Synchronization: (Draft attached Yes No.)

District Two:

Florida Northern RR:

Street Name:

CR-335

DOT#:

DOT# 622530H

Estimate Amount:

\$163,947.47

Scope Of Work

Material, labor, expenses and equipment to install new flasher and gate type signals equipped with 12" LED light units and pole mounted bells. Price includes a new factory wired shelter using a PMD-3 for train detection equipment. Price includes all required field materials consisting of the cable, conduits, rail bonds, track connection kits, ac meter service and all other miscellaneous materials to complete the new signal system.

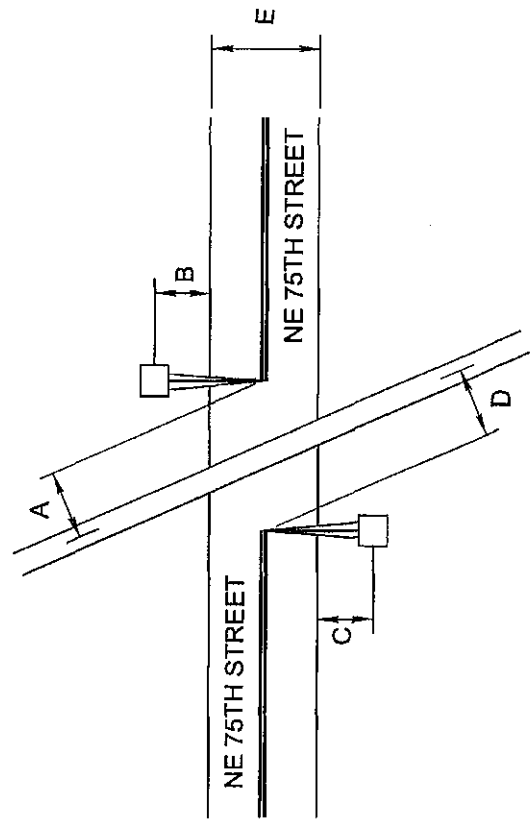
- A: 15'
- B: 12' 3"
- C: 12' 3"
- D: 15'
- E: 24'

FIN NO: 438641-1-57-01
 WILLISTON, FLORIDA

EXISTING: CANTILEVERED FLASHING LIGHTS
 RECOMMENDATIONS: FLORIDA NORTHERN TO
INSTALL TWO (2) NEW FLASHING LIGHTS AND
GATES, CABINET, TRAIN DETECTION, AND
POWER SERVICE.

FLORIDA DEPARTMENT OF TRANSPORTATION
 CROSSING NO: 622530H
 COMPANY: FLORIDA NORTHERN
 TYPE: III
 CLASS: III
 LOCATION: CR 335/ NE 75TH STREET
 DATE: 7/14/2015

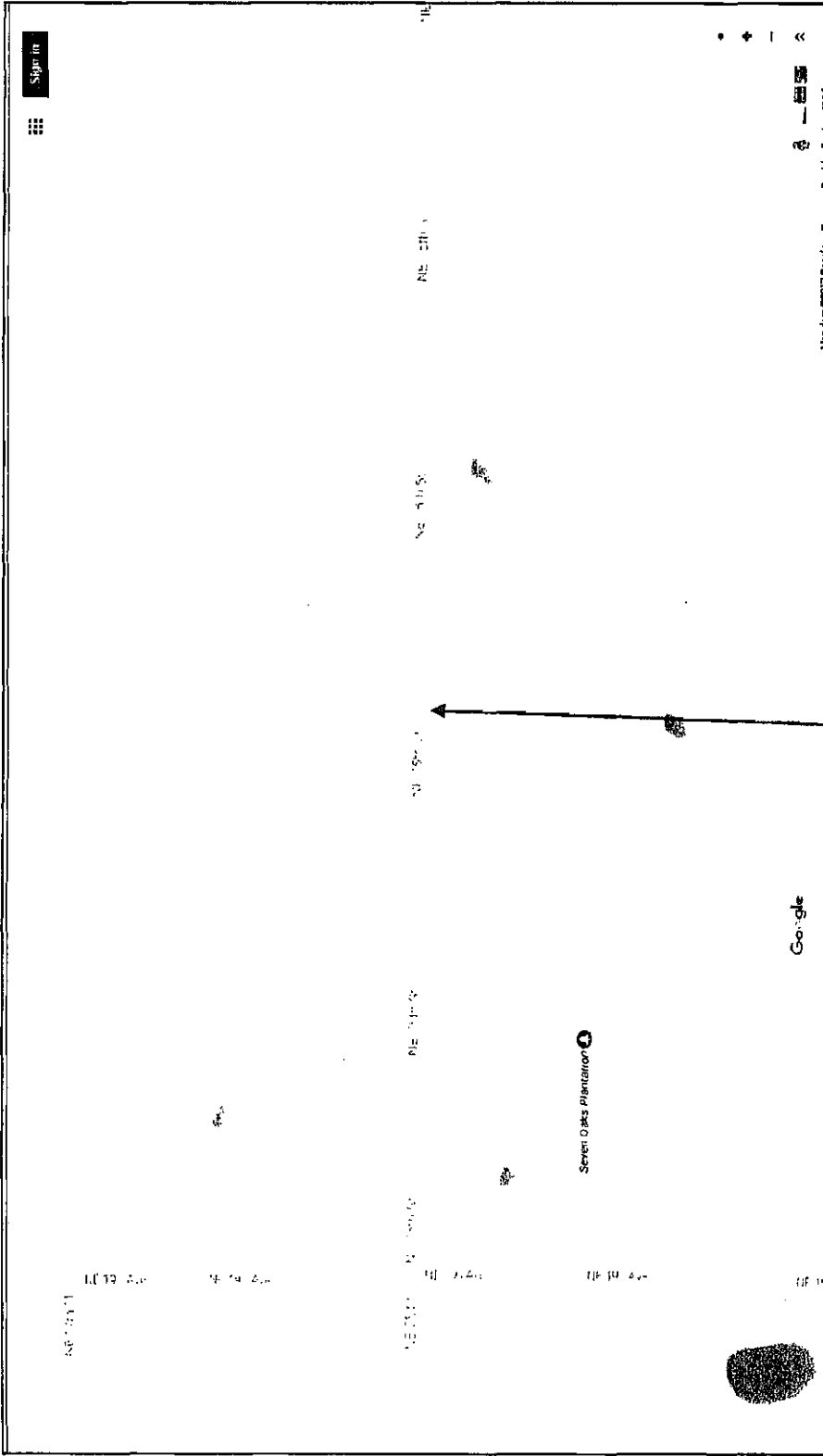
REVIEW TEAM: Donna Whitney (FDOT); Kelli Phillips (FDOT);
 Scott Albritton (FDOT); Henry Parrish (FDOT);
 John Barragan (FDOT); Jennifer Graham (FDOT);
 Tim Folsom (FDOT); Patrick Minton (FDOT);
 Shawn Iacano (Florida Northern); Shane Burgess (Florida Northern);
 Micah Gilliom (HDR)



ALL IMPROVEMENTS TO BE MADE IN ACCORDANCE WITH F.D.O.T.
 STANDARD INDEX
 DRAWING NOT TO SCALE



FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT TWO RAIL LOCATION MAP



Crossing No. 622530H
CR-335 (NE 75th Street)
Williston, Florida
Levy County

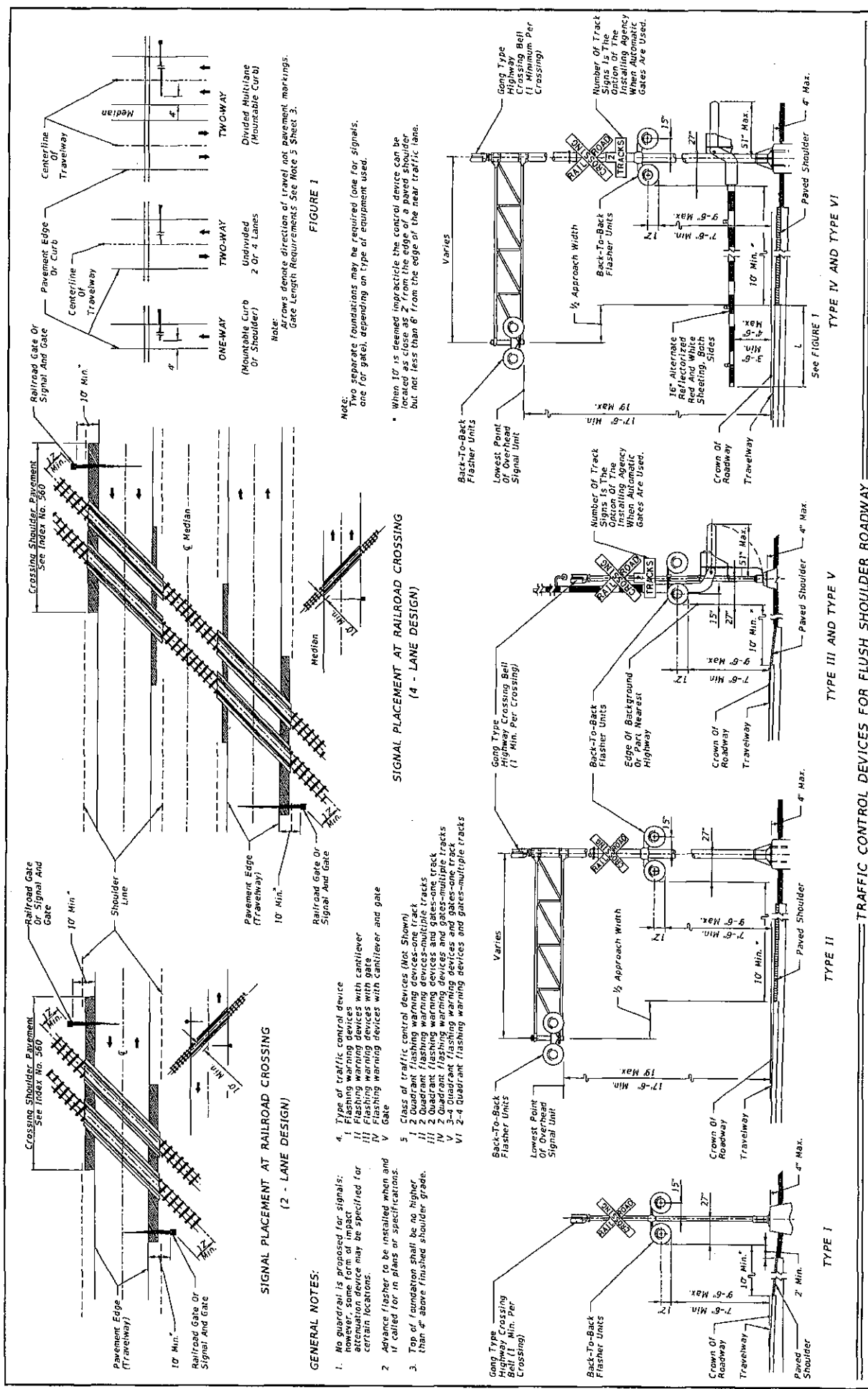


FIGURE 1

FIGURE 2

FIGURE 3

FIGURE 4

FIGURE 5

FIGURE 6

FIGURE 7

FIGURE 8

FIGURE 9

FIGURE 10

FIGURE 11

FIGURE 12

FIGURE 13

FIGURE 14

FIGURE 15

FIGURE 16

FIGURE 17

FIGURE 18

FIGURE 19

ONE-WAY

TWO-WAY

TWO-WAY

DIVIDED MULTILANE (Mountable Curb)

ONE-WAY

TWO-WAY

TWO-WAY

DIVIDED MULTILANE (Mountable Curb)

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DIVIDED MULTILANE (Mountable Curb)

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TWO-WAY

TWO-WAY

DIVIDED MULTILANE (Mountable Curb)

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TWO-WAY

TWO-WAY

Centerline Of Travelway

Pavement Edge Or Curb

Centerline Of Travelway

Railroad Gate Or Signal And Gate

Centerline Of Travelway

Shoulder Line

Pavement Edge (Travelway)

Railroad Gate Or Signal And Gate

Centerline Of Travelway

Shoulder Line

Pavement Edge (Travelway)

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Shoulder Line

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Railroad Gate Or Signal And Gate

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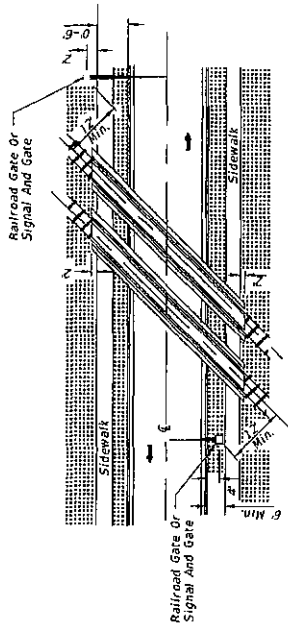
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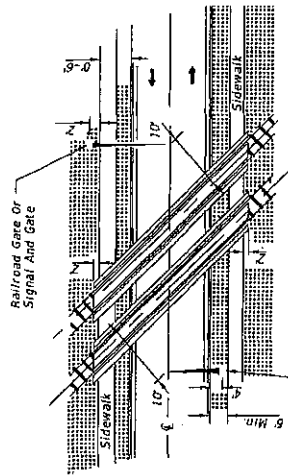
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ACUTE ANGLE (AND RIGHT ANGLE)

SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 LANES, CURB & GUTTER)



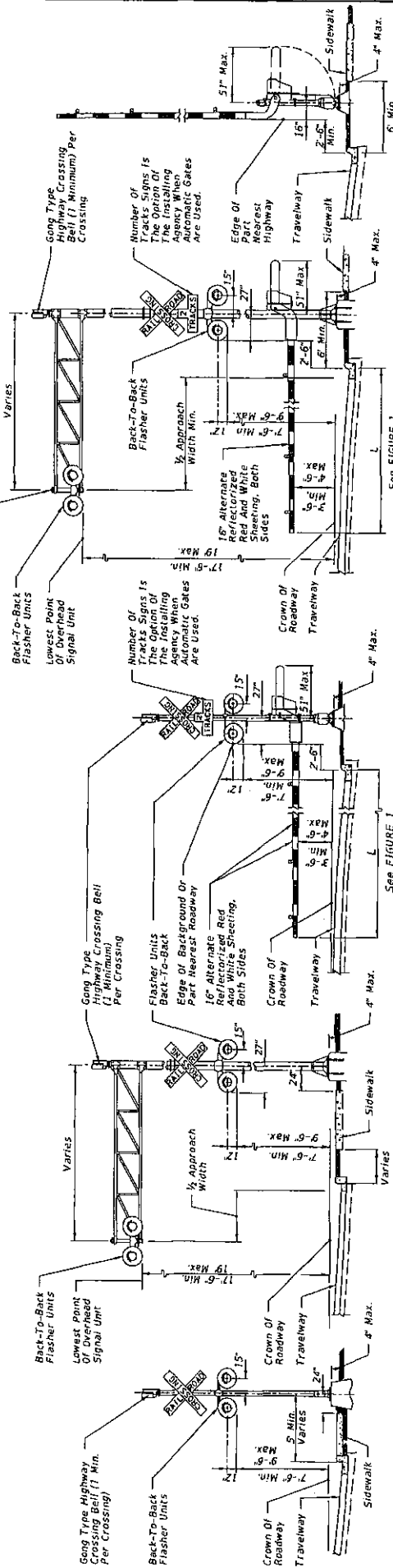
OBTUSE ANGLE

SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 LANES, CURB & GUTTER)

NOTES:

- 1 The location of flashing warning devices and stop lines shall be established based on future (or present) installation of gate with appropriate track clearances.
- 2 Where plans call for railroad traffic control devices to be installed in curbed medians, the minimum median width shall be 12'-6".
- 3 Location of railroad traffic control device is based on the distance available between the crown of roadway and the face of curb and sidewalk.
- 4 Stop line to be perpendicular to edge of roadway, approx. 15' from nearest rail, or 6' from and parallel to gate when present.
- 5 When a cantilever-arm flashing warning device is used, the minimum vertical clearance shall be 17'-6" from above the Crown of Roadway to the Lowest Point of the Overhead Signal Unit.

As A Minimum, Position One Flasher Unit Over Lane Separation Lines (More Than One Flasher Unit If There Are More Than 2 Approach Lanes).



TYPE I

TYPE II

TYPE III

TYPE IV

TYPE V

TRAFFIC CONTROL DEVICES FOR CURBED ROADWAY

LAST REVISION	11/07/16
REVISION	

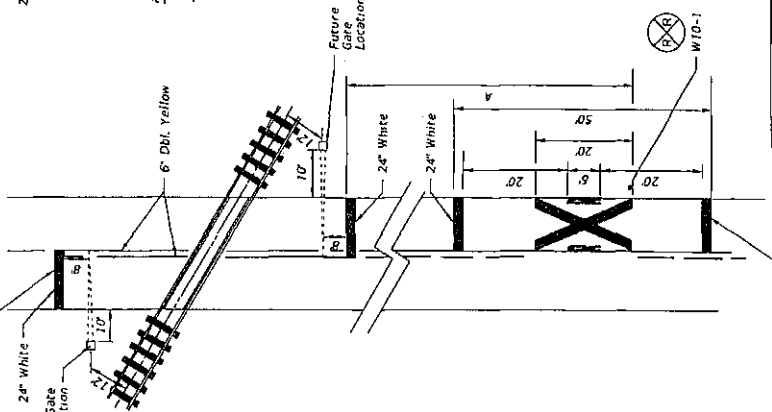
FDOT
DESIGN STANDARDS
FY 2017-18

RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES

SHEET NO.	17882
INDEX NO.	
SHEET NO.	2 of 4

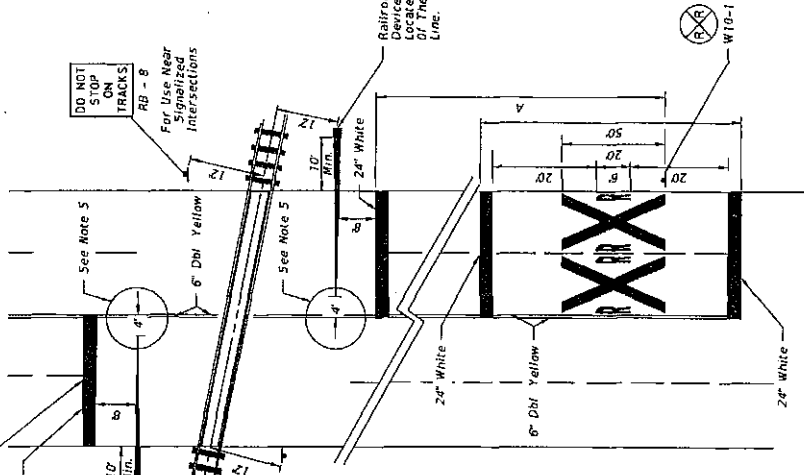
RAILROAD CROSSING AT TWO (2)-LANE ROADWAY

Stop Bar Perpendicular to Edge of Travel Way Or 8' From & Parallel To Gate When Present.



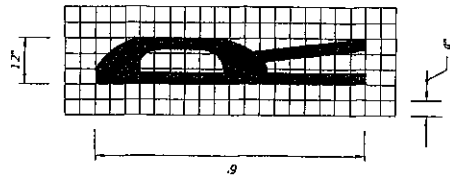
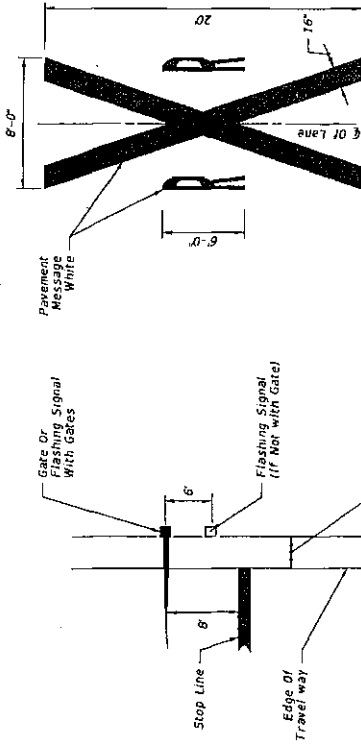
RAILROAD CROSSING AT MULTILANE ROADWAY

DO NOT STOP ON TRACKS
RR - 8
For Use Near Signalized Intersections



SPEED (mph)	"A" (ft)
60	400
55	325
50	250
45	175
40	125
35	100
URBAN	85 MIN

RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES



NOTES:

- When computing pavement message quantities do not include transverse lines.
- Placement of sign W10-1 in a residential or business district, where low speeds are prevalent, the W10-1 sign may be placed on the side of the roadway. At railroad crossings where the tracks intersect between the RR pavement message and the message should be used.
- A portion of the pavement markings symbol should be directly opposite the W10-1 sign.
- Recommended location for FTP-61-06 or FTP-62-06 signs, 100' urban and 500' rural. See Index 17335 for sign details.
- Gate Length Requirements:
For two-way undivided sections:
The gate should extend to within 1' of the center line. On multiple approaches the maximum gate length may not reach to the center line. The maximum gate length from the edge of the gate to the center line shall be a maximum of 4'.
For one-way or divided sections:
The gate shall be of sufficient length such that the distance from the gate tip to the inside edge of pavement is a maximum of 4'.

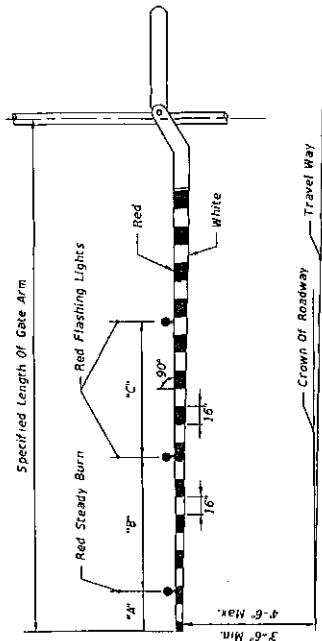
DESCRIPTION:

FDOT
DESIGN STANDARDS

FY 2017-18

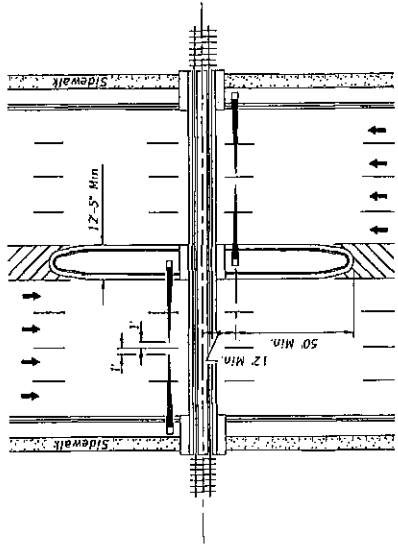
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

INDEX NO. 17882
SHEET NO. 3 of 4

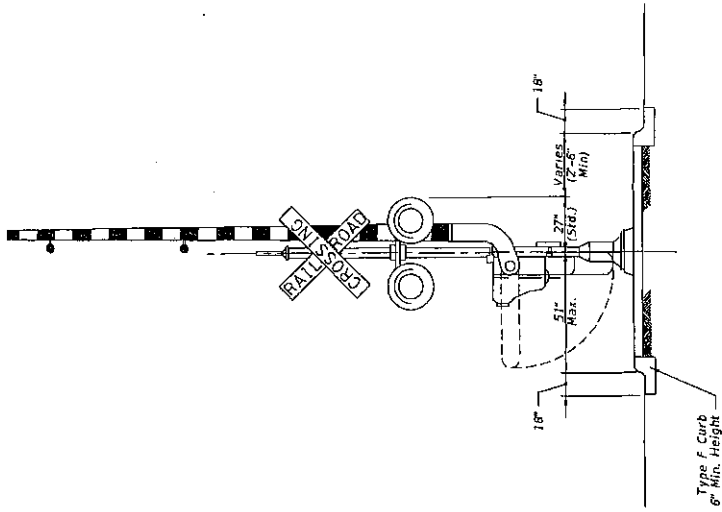


RAILROAD GATE ARM LIGHT SPACING

Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14 Ft.	6"	36"	5'
15 Ft.	18"	36"	5'
16-17 Ft.	24"	36"	5'
18-19 Ft.	28"	41"	5'
20-23 Ft.	28"	4'	5'
24-28 Ft.	28"	5'	5'
29-31 Ft.	36"	6'	6'
32-34 Ft.	36"	7'	7'
35-37 Ft.	36"	8'	8'
38 And Over	36"	10'	10'



PLAN



MEDIAN SECTION AT SIGNAL GATES

NOTE: For additional information see the Manual on Uniform Traffic Control Devices (MUTCD) and the Policy on Geometric Design of Streets and Highways.

MEDIAN SIGNAL GATES FOR
MULTILANE UNDIVIDED URBAN SECTIONS
(THREE OR MORE DRIVING LANES IN ONE DIRECTION, 45 MPH OR LESS)

LAST REVISION
01/01/12

DESCRIPTION:

FDOT
FY 2017-18
DESIGN STANDARDS

RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES

INDEX NO.
17882

SHEET NO.
4 of 4

**REGULAR MEETING
LEVY COUNTY BOARD OF COUNTY COMMISSIONERS
FEBRUARY 7, 2017**

The Regular Meeting of the Board of Levy County Commissioners was held on February 7, 2017 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. Matt Brooks
Comm. Lilly Rooks
Comm. Mike Joyner

Also present were:

County Coordinator – Wilbur Dean
Danny J. Shipp – Clerk of Court

Chairman John Meeks called the Meeting to order at 9:03 A.M. Comm. Rock Meeks gave the invocation, followed by the Pledge of Allegiance.

EXPENDITURES

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

CHECK NUMBER	126338-126519
FUND	AMOUNT
GENERAL REVENUE	1,690,117.85
ROAD	68,300.16
SHIP	4,650.00
MOSQUITO CONTROL	6.59
TRANSPORTATION	15,905.07
911	13,563.83
COURT FACILITIES	45.00
EMS	32,985.51
FIRE	74,199.04
TOURIST DEVELOPMENT	3,476.39
UTILITIES	1,939.18
ADD COURT COSTS	1,545.18
CAPITAL PROJECTS	4,172.50
LANDFILL	88,246.41
TOTAL	\$ 1,999,152.71
EFT PAYMENT	\$ 16,046.34

MINUTES

The minutes for the Regular Board Meetings held on October 18, 2016 and November 8, 2016 were presented for Board approval.

Comm. Rooks made a motion to approve the minutes from the Regular Board meeting held on October 18, 2016 as presented. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

Comm. Rooks made a motion to approve the minutes from the Regular Board meeting held on November 8, 2016 as presented. Second was made by Comm. Joyner and the MOTION CARRIES.

PUBLIC COMMENT

Will Kendrick spoke to the Board on behalf of Congressman Neal Dunn providing information of office hours, contact information and availability. Mr. Kendrick also spoke of the committee's in which Congressman Dunn has been appointed to.

PUBLIC HEARING – DEVELOPMENT DEPARTMENT

Bill Hammond, Development Director

- A. Request approval of Hardship Variance 16-03 for Larry Wilcox.

Comm. John Meeks asked if there was any ex-parte communication by any of the Commissioners regarding either of the two (2) Hardship Variance petitions to be presented. There were none.

Clerk of Court, Danny J. Shipp administered swearing in of audience members wishing to speak for or against either petition to be presented.

Mr. Hammond requested Board approval of Hardship Variance 16-03 for Larry Wilcox.

Comm. John Meeks asked if there was anyone in the audience wishing to speak for or against the Hardship Variance as presented. There were none.

Comm. Joyner made a motion to approve Hardship Variance 16-03 as presented. Second was made by Comm. Brooks and the MOTION CARRIES.

- B. Request approval of Hardship Variance 16-04 for Frankie Douglas.

Mr. Hammond requested Board approval of Hardship Variance 16-04 for Frankie Douglas.

Comm. John Meeks asked if there was anyone in the audience wishing to speak for or against the Hardship Variance as presented. There were none.

Comm. Rooks made a motion to approve Hardship Variance 16-04 as presented. Second was made by Comm. Brooks and the MOTION CARRIES.

- C. Request approval of Special Exemption 16-03 for Eli and Meghann Jerrels.

Comm. Rooks made a motion to Table the Special Exemption until the next meeting as requested by Mr. Hammond. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

PUBLIC HEARING – COUNTY ATTORNEY

Anne Bast Brown, County Attorney

Conduct a second Public Hearing on Ordinance 2017-002 for moratorium on medical marijuana activities and adopt Ordinance 2017-002.

Comm. John Meeks conducted the second Public Hearing on Ordinance 2017-002 on behalf of Atty. Brown for a moratorium on medical marijuana activities and read the Ordinance title into public record.

Comm. John Meeks asked if there was anyone in the audience wishing to speak for or against the Ordinance as presented. There were none.

Comm. Rooks made a motion to approve Ordinance 2017-002 as presented. Second was made by Comm. Brooks and the MOTION CARRIES.

LEVY COUNTY SHERIFF'S OFFICE

Col. Mike Sheffield

- A. Request approval of quotes for purchase of a dishwasher in Detention Facility.

Col. Sheffield presented quotes for the purchase of a dishwasher in the Detention Facility as follows:

DRAFT

HUMAN RESOURCE

Jacqueline Martin, Manager requested appointment by the Board of Wilbur Dean to serve as the County's Representative on the Public Risk Management of Florida Property/Casualty and Group Health Board of Directors. Mrs. Martin stated this position was held previously by Mr. Moody and she would remain as the alternate.

Comm. Rock Meeks made a motion to appoint Wilbur Dean as the County's Representative on the Public Risk management of Florida Property/Casualty and Group Health Board of Directors as requested. Second was made by Comm. Rooks and the MOTION CARRIES.

ANIMAL SERVICES

David Weatherford, Director requested Board approval to purchase a new software program from Shelter Pro, a records management software.

Mr. Remington spoke to the Board stating the initial cost of the software will be \$5,030.00, after which there will be an annual fee of \$1,650 for software licensing, support and upgrades. The funding for the initial software will come from the IT Fund and the annual fee will then be paid each year from Animal Services.

Those in the audience speaking regarding this item were: Renate Cannon, Robert Jordan, Toni Collins, and Jack Schofield.

Comm. Rock Meeks made a motion to approve the purchase of a new software program from Shelter Pro as requested. Second was made by Comm. Rooks and the MOTION CARRIES.

Comm. Joyner requested the Animal Service fee amounts be reviewed. Comm. Rooks stated the Ordinance would need to be re-written in order to change the fine amounts.

GRANTS

Tisha Whitehurst, Coordinator requested Denny Voyles be approved as the replacement for Gail Gold as the Tourism Industry Representative position on the RESTORE Act Advisory Committee.

Comm. Rooks made a motion to appoint Denny Voyles as the Tourism Industry Representative on the RESTORE Act Advisory Committee replacing Gail Gold. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

SHIP

Shenley Neely, Director requested Board approval from the Board and Chairman's signature to proceed with the renewal of Vendor Agreement with Central Florida Community Action Agency (CFAA) to undertake lead paint test for the SHIP Program.

Comm. Rock Meeks made a motion to renew the Vendor Agreement with Central Florida Community Action Agency as requested. Second was made by Comm. Rooks and the MOTION CARRIES.

DEPARTMENT OF PUBLIC SAFETY

Chief Mitch Harrell, Public Safety Director requested Board approval to purchase two (2) new Type III Ambulance units from Emergency Tactical Rescue Vehicles in Sanford, Florida, manufactured by American Emergency Vehicles for a total of \$303,832.00. These vehicles are a planned purchase for the 2016-2017 budget year and the quoted price is in line with the State contract bids from the Florida Sheriff's Association Contract bid.

Comm. Joyner made a motion to approve the purchase of two (2) new Type III Ambulance units as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

Toni Collins informed Chief Harrell of a dry hydrant at the Camp Azalea boat ramp.

NON AGENDA ITEM

Comm. Rock Meeks made a motion to hear a non-agenda item. Second was made by Comm. Joyner and the MOTION CARRIES.

Comm. Joyner expressed concerns regarding the CR326 and SR 41 intersection in Morriston as there had been another accident at this location. Mr. Dean had compiled information in a packet which could be sent to Representative Stone requesting action be taken to make this area safer by the addition of traffic signals.

Comm. Rooks made a motion to have a letter prepared to be signed by Chairman John Meeks to send with the packet of information compiled by Mr. Dean to Representative Stone. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

COMMISSIONERS' REPORTS

Comm. Rooks invited Toni Collins to speak regarding an upcoming event. Mrs. Collins announced this coming Saturday at the Cedar Key RV Resort beginning at 2:00 P.M., there will be a Civil War presentation and the public is invited to attend.

Comm. Brooks reported he had attended the Florida Association of Counties New Commissioner Workshop last week.

Comm. Brooks stated he had attended a Career Source meeting in which a new Board was selected. This Board includes one Commissioner from Levy, Marion and Citrus county's.

Comm. Brooks stated he will be continuing his campaign of "Team Up to Clean Up" in various areas around the county where there is a need to clean roadways.

Comm. Brooks congratulated the Williston girls Basketball Team on their back to back District win. They will play in the Regional Tournament next.

Comm. Brooks stated he will be attending a "Water School" this Thursday in Citrus County which will bring together policy makers and leaders regarding water conservation efforts.

Comm. Rock Meeks stated he will be attending an FWC meeting this Thursday in which dog hunting regulations will be one of the items on the agenda.

Comm. Rock Meeks stated CAAA youth baseball and softball will be starting and stated they could always use volunteers for coaching.

Comm. John Meeks reported of new Scallop harvesting regulations by the FWC.

Comm. John Meeks announced the Bronson FFA Food Fest will be at the First Baptist Church in Bronson on February 17th. The annual Superintendent's Gala will be on February 18th.

Comm. John Meeks stated he had recently learned the sidewalk project on CR32 had been approved by FDOT.

Comm. John Meeks stated the Suwannee River Water Management District is looking to purchase a large parcel of land in Levy County. There will a meeting in Tallahassee next week concerning this so he and Matt Weldon will be in attendance to offer their support.

Comm. John Meeks spoke of the Marijuana Summit he and Comm. Brooks attended along with Wilbur Dean and shared information learned concerning the use of Marijuana as a medicine.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE COMMISSION, THE MEETING ADJOURNED AT 10:47 A.M.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FL

Clerk of Court, Danny J. Shipp

Chairman, John Meeks

**REGULAR MEETING
LEVY COUNTY BOARD OF COUNTY COMMISSIONERS
FEBRUARY 21, 2017**

The Regular Meeting of the Board of Levy County Commissioners was held on February 21, 2017 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. Matt Brooks
Comm. Lilly Rooks
Comm. Mike Joyner

Also present were:

County Attorney – Anne Bast Brown
County Coordinator – Fred Moody
Danny J. Shipp – Clerk of Court

Chairman John Meeks called the Meeting to order at 9:03 A.M. Comm. Rock Meeks gave the invocation, followed by the Pledge of Allegiance.

EXPENDITURES

Comm. Rock Meeks made a motion to approve the following expenditures presented for payment. Second was made by Comm. Brooks and the MOTION CARRIES.

CHECK NUMBER	126520-126653
FUND	AMOUNT
GENERAL REVENUE	76,242.72
ROAD	469,404.40
SHIP	18,395.00
MOSQUITO CONTROL	1.86
TRANSPORTATION	18,745.43
911	11,872.00
COURT FACILITIES	15.00
EMS	23,727.05
FIRE	6,694.22
TOURIST DEVELOPMENT	4,757.63
UTILITIES	3,067.84
ADD COURT COSTS	669.50
IMPACT FEES - PARKS	4,652.50
CAPITAL PROJECTS	10.50
LANDFILL	84,942.92
TOTAL	\$ 723,198.57
EFT PAYMENT	\$ 16,046.34
PRIOR YEAR VOID - ALLIANCE BUS CHECK #124759	\$ (84,631.00)

MINUTES

The minutes for the Regular Board meetings held on November 22, 2016 and December 6, 2016 were presented for Board approval.

Comm. Rock Meeks made a motion to approve the minutes for the Regular Board meeting held on November 22, 2016 as presented. Second was made by Comm. Joyner and the MOTION CARRIES.

Comm. Rock Meeks made a motion to approve the minutes for the Regular Board meeting held on December 6, 2016 and the MOTION CARRIES.

HARDISONINK.COM

Jeff M. Hardison requested the Board approve the purchase of \$5,000 worth of delinquent Tax Notices advertisement from HardisonInk.com (a daily news website that serves Levy, Dixie and Gilchrist counties) for this one year.

After discussion, Comm. Joyner made a motion to Table this item to allow time for Atty. Brown to research this proposal further. Second was made by Comm. Rooks and the MOTION CARRIES.

Levy County Tax Collector, Linda Fugate spoke regarding a link being added to the Tax Collector website to direct users to access the Delinquent Tax Notices. She stated the paper advertising of Delinquent Tax Notices is required by Florida Statute.

Others in the audience speaking regarding this item were: Bill Bowen of the Chiefland Citizen, Dana Sheffield, Linda Cooper and Ron Grant.

BARBARA (ROBBIE) BLAKE

Ms. Blake presented a petition and questioned the Board for information relating to safety, fire protection, emergency planning in the event of a pipeline leak or explosion along the Sabal Trail pipeline which is under construction through Levy county. Ms. Blake expressed concerns of the lack of information and opportunity for public input regarding the planning of the pipeline given to the property owners affected.

Others who spoke regarding this item were: Robin L. Koon, Laura Catlow, Mary Helen Wheeler, Matt Zamora; Toni Collins.

Mike Laycock, representing Florida Gas Transmission Company spoke to the Board and gave a presentation of how Florida Gas Transmission Company transmits natural gas through their pipelines.

DEPARTMENT REPORTS

COUNTY COORDINATOR

Wilbur Dean requested Board approval of the Interlocal Agreement between Levy County and the City of Williston for the collection of impact fees.

Comm. Joyner made a motion to approve the Interlocal Agreement between Levy County and the City of Williston as presented. Second was made by Comm. Rooks and the MOTION CARRIES.

TRANSIT

Connie Conley, Director requested Board approval of Resolution 2017-006 which will replace Resolution 2014-59 for the revision of the Vehicle Advertising Policy.

Comm. Rooks made a motion to approve Resolution 2017-006 as presented. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

SHIP

Shenley Neely, Planning Director requested Board approval of a Deferred Payment Loan Agreement in the amount of \$13,545.00 for John Henry, PA #536 for the construction of a housing unit in Williston, Florida.

Comm. Rooks made a motion to approve Deferred Payment Loan Agreement, PA #536 as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

DEPARTMENT OF PUBLIC SAFETY

Mitch Harrell, Public Safety Director

- A. Mr. Harrell requested Board approval and the Chairman's signature to terminate the prior agreement with CentreLearn and enter into a new agreement for their training platform at a cost of \$5,635.30 for a one-year term.

Comm. Rock Meeks made a motion to approve terminating the prior agreement with CentreLearn and entering into a new agreement with the Chairman's signature as requested. Second was made by Comm. Comm. Joyner and the MOTION CARRIES.

- B. Mr. Harrell requested Board approval and Chairman's signature on the Service and Product Agreement between Levy County and Icom. Services will be provided by Ashtin Communications from Gainesville, which is the company Icom uses in this area. This Services and Product Agreement is for the radio system at a cost of \$61,677.00 for one year, billed quarterly. Mr. Harrell requested a budget amendment to cover this expense as it was not budgeted for the 2016/2017 fiscal year. Mr. Harrell stated he had consulted with Jared Blanton in Finance and the recommended fund to transfer from is Fund 127.

Comm. Rooks made a motion to approve with the Chairman's signature, the Service and Product Agreement between Levy County and Icom and approval to transfer funds from Fund 127 as requested. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

ROAD DEPARTMENT – PUBLIC HEARING

Alice LaLonde, Office Manager requested Board approval of Resolution 2017-005 electing to use the uniform method of collecting Non-Ad Valorem Special Assessments levied within the unincorporated areas of Levy County, Florida stating the need for such Levy; providing for the mailing of this resolution and providing for an effective date. All property owners have agreed to dedicate right-of-way to the county.

Atty. Brown gave additional explanation for the Resolution to the Commissioners.

Comm. John Meeks asked if there was anyone in the audience wishing to speak for or against the item presented.

Those speaking regarding this item were: Dana Sheffield, Jeff Hardison, and Sallie Ann Collins.

Comm. Joyner made a motion to approve Resolution 2017-005 as presented. Second was made by Comm. Brooks and the MOTION CARRIES. Comm. Rooks voted NO.

COUNTY ATTORNEY

Atty. Brown provided notification to the Board an Executive Session is desired to discuss settlement or strategy related to litigation expenditures in American Atheists, Inc. and Charles Ray Sparrow v. Levy County. The executive session is requested to convene on Tuesday, March 7, 2017 at 11:00 A.M. in Hearing Room B, Levy County Courthouse, 355 South Court Street, Bronson, Florida.

Members of the audience speaking regarding this item were: Toni Collins, Robert Jordan, Renate Cannon and Dana Sheffield.

PUBLIC COMMENTS

Barney Cannon spoke regarding the Sabal Trail pipeline project.

Toni Collins announced on March 3rd, 4th & 5th there will be a Railroads and Riverboats presentation at Cedar Key RV Crossings from 10:00 A.M. to 5:00 P.M. Mrs. Collins also stated the Cedar Key light station guided tours will begin February 25th.

COMMISSIONERS' REPORTS

Comm. Joyner stated the Humpback Bridge in Cedar Key which had been washed out during Hurricane Hermine has been repaired and is now open again. He commended the Road Department for their work.

Comm. Rooks stated she is getting back to her Town meeting schedule. Comm. Rooks also stated she is watching Senate Bill 596 and House Bill 687 and would like to send a letter in opposition.

Comm. Brooks stated his quarterly "Team up to Clean up" program will be meeting at Williston City Hall at 9:00 A.M. Saturday morning before going to an area to clean a section of roadway which has been selected. Comm. Brooks reported of a Water School he attended recently in Citrus County.

Comm. Rock Meeks stated CAAA sign-ups were last weekend and they are still accepting those wishing to participate. Coaches and volunteers are welcome. Comm. Rock Meeks reported of the FWC meeting he attended recently in Citrus County. He shared information of the scallop harvesting season opening in a small portion of Dixie and Taylor County a month earlier on June 16th. Comm. Rock Meeks also shared information regarding the black bear issue other counties are dealing with and expressed concern for this to Levy county.

Comm. John Meeks stated he will be going to Tallahassee tomorrow during the Legislative Session. Two bills he is interested in are: HB 7005 and HB 17.

Comm. John Meeks reported of the Animal Control Association Training he had attended recently.

The meeting recessed at 11:49 A.M.

The meeting reconvened at 12:03 P.M.

PROPERTY ASSESSMENT CLEAN ENERGY WORKSHOP

Introduction was given by Atty. Brown informing the Board the PACE program is an alternative to funding certain types of improvements to private property owners. Atty. Brown stated Section 163.08 of the Florida Statutes allows for this type of financing for qualifying improvements by imposing special assessments by a qualifying local government on the improved property and these special assessments are voluntary for the property owner.

Those presenting are listed below:

1. Mike Antheil with Renovate America (Florida Resiliency and Energy District)
2. Jonathan Houston with Alliance NRG (Florida PACE Funding Agency)
3. Terry Stark with Ygrene Energy (Green Corridor PACE District)
4. Devesh Nirmul with Renew Financial (Florida Green Finance Authority)

Cindy Babione with Babione's Air Conditioning & Heating, Inc. in Williston spoke to the Board stating she is a local HVAC contractor and is in support of the PACE program.

Levy County Tax Collector, Linda Fugate spoke regarding implementing the special assessment on the tax bills for those participating in the PACE program.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE COMMISSION, THE MEETING ADJOURNED AT 2:22 P.M.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FL

Clerk of Court, Danny J. Shipp

Chairman, John Meeks