LEVY COUNTY BOARD OF COUNTY COMMISSIONERS
Government Serving Citizens

COMMISSIONERS
Charlie Kennedy, Vice Chair
Rock Meeks
Desiree Mills
Tim Hodge, Chair
Johnny Hiers

Regular Meeting Agenda
October 20, 2026
9:00 AM

Public Live Streaming Information
levycofl.portal.civicclerk.com

CALL TO ORDER

Invocation
Pledge to the Flag
Roll Call of the Commissioners
Approval of Agenda
- The Commissioners will approve and/or modify the official agenda at this time.

RECOGNIZE ELECTED OFFICIALS

PUBLIC COMMENTS:

- Approach podium, speak clearly into the microphone and please state your full name and address.
- Comments will be limited to a maximum of three (3) minutes per person.

BUSINESS OR INFORMATIONAL ITEMS:

LEVY COUNTY COMMUNITY SERVICES - Connie Conley, Director

1. Approve the Florida Commission for the Transportation Disadvantaged Shirley Conroy Rural Area Capital Assistance Program (RCAP) Grant Agreement between the State of Florida Commission for the Transportation Disadvantaged and the Levy County Board of County Commissioners, and authorize the Chair to execute the Agreement and any associated documents.

2. Approval of RESOLUTION NUMBER 2026-58:A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA AMENDING THE FINAL BUDGET FOR FISCAL YEAR 2026-2027 IN THE AMOUNT OF $293,900 DUE TO RECEIPT OF ADDITIONAL REVENUE FROM A TRIP & EQUIPMENT GRANT; AND PROVIDING AN EFFECTIVE DATE.

LEVY COUNTY MANAGER – Mary-Ellen Harper, County Manager

3. To approve the Contract between the Levy County Board of County Commissioners and the State of Florida Department of Health for the operation of the Levy County Health Department contract for year 2026-2027.

4. Receive the Fourth Quarter Fiscal Year Quarterly Report for July 1, 2026 – September 30, 2026.

5. Approve the agreement between Levy County and the North Central Florida Regional Planning Council to monitor hazardous waste generators located within the County during Fiscal Year 2027, in the amount of $16,500.

6. Approve the sale of Parcel 0316118600 for $500 conditioned upon recording of a declaration of unity of title at closing.

LEVY COUNTY DEVELOPMENT – Bernard "Bo" Cox, Building Official

7. **PUBLIC HEARING**: Approve transmittal of the 2050 Comprehensive Plan to the Department of Commerce.

LEVY COUNTY DEPARTMENT OF PUBLIC SAFETY – Mitch Harrell, Director

8. Approve the Levy County Department of Public Safety (EMS) Certificate of Public Convenience and Necessity (COPCN).

LEVY COUNTY ENGINEER – Tom Strom, County Engineer

9. Direct staff to finalize the surplus and disposition resolution and conveyance documents with FDOT and bring back the surplus and disposition resolution for approval and authorization of the Chair to execute at the November 3, 2026 meeting, or as soon thereafter as practicable.

LEVY COUNTY FACILITIES – Doug Partin

10. Award ITB_2026_10 Roof-Department of Public Safety to Keeler Roofing LLC in the amount of $43,517.50.

LEVY COUNTY PUBLIC WORKS - Matt Weldon, Director

11. Approve the Mosquito Control State Financial Assistance Recipient Agreement #42.003 FY 2026-2027 in the amount of $69,587.50.

LEVY COUNTY ROAD DEPARTMENT- Don Clifton, Director

12. Approve the Release and Settlement Agreement with Westchester Surplus Lines Insurance Company for the Hurricane Idalia claim associated with George T. Lewis Airport/ Cedar Key Airport. The agreement provides a settlement payment of $68,705.76, payable to Public Risk Management for the benefit of Levy County.

13. Approve RESOLUTION NUMBER 2026-59: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, SETTING A PUBLIC HEARING DATE TO CONSIDER THE APPLICATION FOR CLOSURE AND ABANDONMENT OF AN UNDEVELOPED PORTION OF RIGHT-OF-WAY KNOWN AS SE 110 TERRACE, LOCATED IN THE CANNON HOMESITES PLAT RECORDED IN PLAT BOOK 7 PAGE 7 OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA; DIRECTING PUBLISHED NOTICE OF SAID PUBLIC HEARING.

PUBLIC COMMENTS:

- Approach podium, speak clearly into the microphone and state your full name and address
- Comments will be limited to a maximum of three (3) minutes per person

Approval of Minutes – Matt Brooks, Clerk of Court

14. Approve September 2026 Minutes

Approval of Expenditures

15. Expenditure reports are available the day of the meeting on the table in the rear of the auditorium.

COMMISSIONERS' REPORTS

Commissioner C. Kennedy

Commissioner R. Meeks

Commissioner D. Mills

Commissioner T. Hodge

Commissioner J. Hiers

Adjourn

Should any agency or person decide to appeal any decision made by the Board with respect to any matter considered at this meeting, such agency or person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, person needing a special accommodation or an interpreter to participate in the proceeding should contact the County Clerk's Office at (352) 486-5266, or the Office of the Board of County Commissioners at (352) 486-5217, at least two (2) days prior to the date of the meeting. Hearing-impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice) or 1-800-955-8771 (TDD).

Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Connie Conley, Director
2. **Department:** Transit
3. **Meeting Date:** Tuesday, October 20, 2026
4. **Requested Action:**
   Approve the Florida Commission for the Transportation Disadvantaged Shirley Conroy Rural Area Capital Assistance Program (RCAP) Grant Agreement between the State of Florida Commission for the Transportation Disadvantaged and the Levy County Board of County Commissioners, and authorize the Chair to execute the Agreement and any associated documents.
5. **Cost & Funding Source:**
   The grant award will fund 100% of the capital purchase cost. No County match is required.
6. **Justification of Request:**
   The Florida Commission for the Transportation Disadvantaged has awarded Levy County $170,204.00 in 100% grant funding through the Shirley Conroy Rural Area Capital Assistance Program. The grant funds will be used for the capital purchase of a transit bus to support transportation services for disadvantaged residents of Levy County. No County match is required.

SAMAS Approp.	108846	Fund	TDTF	FM/Job No(s).	41065618401
SAMAS Obj.	751000	Function	683	CSFA No.	55.001
Org. Code	55120000952	Contract No.	G3V69	Vendor No.	59-6000717

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
SHIRLEY CONROY RURAL AREA CAPITAL ASSISTANCE PROGRAM GRANT

THIS AGREEMENT, made and entered into this 20th day of October, 2026, by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission and Levy County Board of County Commissioners, Post Office Drawer 310, Bronson, Florida, 32621, hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to use Transportation Disadvantaged Trust Fund moneys to subsidize a portion of an eligible transportation disadvantaged person's transportation costs, and/or capital equipment purchased for the provision of transportation services and other responsibilities identified in Chapter 427, Florida Statutes or rules thereof;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide financial assistance to Community Transportation Coordinators in rural areas for the purchase of capital equipment. These grant funds are to be expended and utilized in accordance with the Transportation Disadvantaged Trust Fund in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, Fiscal Year 2026-2027 Program Manual and Request for Funding Instructions for the Shirley Conroy Rural Area Capital Assistance Grant as revised April 17, 2026, and as further described in Exhibit(s) A, B, C and D, attached hereto and by this reference made a part hereof, hereinafter called the Project; and, to provide financial assistance to the Grantee and state the terms and conditions upon which such financial assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

2.00 Accomplishment of the Project: The Grantee shall commence, and complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all federal, state and local applicable laws.

2.10 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.20 Funds of the Grantee: The Grantee will provide the necessary funds or in-kind contributions necessary for the completion of the Project.

2.30 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide other documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.40 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapter 427, Florida Statutes, Rules 14-90 and 41-2, Florida Administrative Code, and the Fiscal Year 2026-2027 Program Manual and Request for Funding Instructions for the Shirley Conroy Rural Area Capital Assistance Grant.

3.00 Total Project Cost: The total estimated cost of the Project is $170,204.00. This amount is based upon the estimate summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Section 6.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to maximum participation, including contingencies, in the Project in the amount of $170,204.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit "B", whichever is less.

4.10 Eligible Costs: The Shirley Conroy Rural Area Capital Assistance Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to subsidize a portion of the purchase of capital equipment, and then only if a match, as specified in the FY2026-2027 Program Manual and Request for Funding Instructions for the Shirley Conroy Rural Area Capital Assistance Program Grant. Areas designated as part of the Rural Economic Development Initiative (REDI) may be granted a reduction or waiver of match.

4.20 Eligible Project Expenditures: Project costs eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
b) Availability of funds as stated in Section 14.00 of this Agreement;
c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available;
d) Submission of all certifications, invoices, detailed supporting documentation, or other obligating documents and all other terms of this agreement.

4.30 Project Funds: In addition to other restrictions set out in this Grant agreement, the Grantee must also adhere to the following limitations on the use of Transportation Disadvantaged Trust Funds:

4.31 Transfer of Funds: A Grantee in a non-multi-county designated service area, may not borrow, loan or otherwise transfer Transportation Disadvantaged Trust Funds from one designated service area to another without the express written approval of the Commission.

4.32 Use of Vehicles: The Grantee may only purchase vehicles with Transportation Disadvantaged Trust Funds which the Grantee actually uses to transport eligible transportation disadvantaged passengers in the coordinated system and shall not be used by volunteer drivers or for the provision of commuter/van pool services.

4.40 Front End Funding and Retainage: Front end funding and retainage are not applicable.

5.00 Project Budget and Disbursement Schedule:

5.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit "B," carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision that changes the fund participation requirements established in Section 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

5.20 Schedule of Disbursements: The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit "B," or upon completion of project.

6.00 Accounting Records, Audits and Insurance:

6.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the transportation disadvantaged financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such transportation disadvantaged financing accounts are referred to herein collectively as the "Project Account." The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any

time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

Should the Grantee provide transportation to other purchasing agencies within the coordinated system during the time period of this Agreement, the Grantee shall maintain detailed documentation supporting the transportation to the other purchasing agencies, and must make this documentation available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

6.20 Funds Received Or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all transportation disadvantaged trust fund payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds." The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

6.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account only eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

6.40 Documentation of Project Costs and Claims for Reimbursement: All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by, invoices, vehicle titles, and other detailed supporting documentation evidencing in proper detail of the charges. The Grantee shall provide upon request, sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the services rendered or costs incurred were those which were agreed upon. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantee's existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audits:

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.

   a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Chief Financial Officer (CFO) or the Auditor General.

   b. The Grantee a nonstate entity as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:

      i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit C to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

      ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97, Florida

Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must provide a single audit exemption statement via email to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to both:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: DOTSingleAudit@dot.state.fl.us

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Grantee's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, CFO or the Auditor General access to the Grantee's records including financial statements, the independent auditor's working

papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Commission, the Department, or its designee, CFO or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, CFO or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Commission and/or the Department.

6.70 Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

6.80 Insurance: The Grantee shall carry insurance on Project vehicles and equipment, and guarantee liability for minimum coverage as follows:

6.81 Liability: Liability coverage in an amount of $200,000 for any one (1) person, $300,000 per occurrence at all times in which Project vehicles or equipment are engaged. The Grantee shall insure that contracting Transportation Operators also maintain the same minimum liability insurance, or an equal governmental insurance program.

6.82 Collision: Collision, fire, theft, and comprehensive coverage in any amount required to pay for any damages to the Project vehicle(s) and equipment including restoring to its then market value or replacement.

6.83 Property Insurance: The Grantee shall carry fire, theft, and comprehensive coverage property insurance, with replacement cost value, on equipment, other than vehicles, purchased with Transportation Disadvantaged Trust Funds.

6.84 Other Insurance: The above required insurance will be primary to any other insurance coverage that may be applicable.

7.00 Compensation and Payments: In order to obtain any Transportation Disadvantaged Trust Funds, the Grantee shall:

7.10 File with the Commission for the Transportation Disadvantaged, FLCTDInvoice@dot.state.fl.us, its invoice on a form or forms prescribed by the Commission, and such other detailed supporting documentation pertaining to the Project Account and the Project (as listed in Exhibit "B" hereof) as the Commission may require, to justify and support the payment as specified in the Commission's Grant Agreement and Invoicing Procedures.

7.11 Grantee certifies, under penalty of perjury, that the Grantee will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

7.12 Financial Consequence: Reimbursement for capital shall not be provided to the Grantee until the capital has been received and proof of payment and other back up documentation, as requested, is provided to the Commission, unless Exhibit D applies. The project must be completed (capital received and approved by the Grantee) no later than June 30, 2027.

7.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this Agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project Account if:

7.21 Misrepresentation: The Grantee has made misrepresentations of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document or record of data or certification furnished therewith or pursuant hereto;

7.22 Litigation: There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

7.23 Required Submittals/Certifications: The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

7.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this or any other Agreement which the Grantee has with the Commission; or

7.26 Supplanting of Funds: The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

7.30 Disallowed Costs: In determining the amount of the Grantee's payment, the Commission will exclude all costs incurred by the Grantee prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the Project, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, and costs attributable to goods, equipment, vehicles or services received under a contract or other arrangements which have not been approved in writing by the Commission or certified by the Grantee, pursuant to Exhibit B.

7.40 Invoices for Goods or Services: Invoices for goods or services or expenses provided or incurred pursuant to this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the Fiscal Year 2026-2027 Program Manual and Request for Funding Instructions for the Shirley Conroy Rural Area Capital Assistance Grant is met.

7.50 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 8.20, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

8.20 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice under this section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

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

(850) 410-5700
CTDOmbudsman@dot.state.fl.us
605 Suwannee Street, MS 49
Tallahassee, Florida 32399

The Grantee shall keep and maintain public records required by the Commission to perform the service of this agreement.

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

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the Grantee does not transfer the records to the Commission.

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

Failure by the Grantee to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Commission.

9.00 Remission of Project Account Upon Completion of Project: Upon completion and after financial audit of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Project Account is made, the Grantee shall remit to the Commission its share of any unexpended balance in the Project Account.

10.00 Contracts of the Grantee:

10.10 Third Party Agreements: The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including transportation operator and consultant contracts or amendments thereto, with any third party with respect to the Project without being able to provide, upon request, a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Section 8.20. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all of its third party contracts will be executed in compliance with this section.

10.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Commission in a project with a Grantee, where the project involves a consultant contract for any service, is contingent on the Grantee complying in full with provisions of Section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. The Grantee shall provide, upon request, documentation of compliance with this law to the Commission for each consultant contract it enters.

10.30 Competitive Procurement: Procurement of all services, vehicles, equipment or other commodities shall comply with the provisions of Section 287.057, Florida Statutes. Upon the Commission's request, the Grantee shall certify compliance with this law.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964: The Grantee must comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice and the assurance by the Grantee pursuant thereto.

11.30 Prohibited Interests:

11.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

11.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

11.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

11.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity in connection with any contract for contractual services which was within his or her responsibility while an employee.

11.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this section shall not be applicable to any agreement between the Grantee and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

11.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as amended, as it may be amended from time to time.

11.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this section supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

11.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

11.70 Homeland Security: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

12.00 Miscellaneous Provisions:

12.10 Environmental Pollution: All Proposals, Plans, and Specifications for the acquisition, reconstruction, or improvement of vehicles or equipment, shall show that such vehicles or equipment are equipped to prevent and control environmental pollution.

12.20 Commission Not Obligated to Third Parties: The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

12.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus and Commissions: By execution of the Agreement, the Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State or Federal law. Provided, that if any of the provisions of the Agreement violate any applicable State or Federal law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Grantee to the end that the Grantee may proceed as soon as possible with the Project.

12.70 Venue: This agreement shall be governed by and construed in accordance with the law of the State of Florida. In the event of a conflict between any portion of the contract and the Florida law, the laws of Florida shall prevail. The Grantee agrees to waive forum and venue and that the Commission shall determine the forum and venue in which any dispute under this Agreement is decided.

12.80 Purchased Vehicles or Equipment:

12.81 Maintenance of Purchased Vehicles or Equipment: The Grantee agrees to maintain the vehicles and equipment purchased or financed in whole or in part with Transportation Disadvantaged Trust Funds pursuant to this Agreement in good working order for the useful life of the vehicles and equipment. The Grantee agrees not to make alterations

or modifications to the equipment or vehicles without the consent of the Commission. The Grantee shall notify the Commission in writing of any lease or assignment of operational responsibility of project vehicles and equipment to third-persons.

12.82 Utilization: The Grantee agrees to assure that all Project equipment and vehicles purchased with Transportation Disadvantaged Trust Funds are used to meet the identified transportation needs of the transportation disadvantaged and in support of the service plan established under the provisions of Rule 41-2, Florida Administrative Code, to serve the transportation needs of the transportation disadvantaged of the area. Purchased Project equipment and vehicles shall be operated to their maximum possible efficiency. Purchased vehicles and equipment will be used for the period of their useful lives in accordance with the most current Commission policies. The Commission may, after consultation with the Grantee, transfer purchased equipment and vehicles that it deems to be underutilized or that is not being operated for its intended purpose. This underutilized equipment and vehicles will be returned to the Commission at a specified location at a mutually agreeable time. Reimbursement of any equity or interest of the Grantee will be made after another party has assumed the obligations under the terms and conditions of this Agreement or disposal of said items by sale has occurred. The Commission shall make the sole determination of the Grantee's interest and reimbursement. As determined by the Commission, failure to satisfactorily utilize vehicles and equipment that are purchased with Project funds shall be sufficient cause for non-payment by the Commission as provided in Section 7.20.

12.83 Disposal of Purchased Project Equipment: Useful life of capital equipment is defined in the Commission's Capital Equipment Procedure as incorporated herein by reference. The following applicable process must be used prior to disposition of any capital equipment purchased with these grant funds:

a) When the Grantee is still under contract with the Commission and the capital equipment still has useful life, the Grantee must request written approval from the Commission prior to disposing of any equipment purchased or financed in whole or in part pursuant to this Agreement, including vehicles, during its useful life, for any purpose. Proceeds from the sale of purchased project equipment and vehicles shall be documented in the project file(s) by the Grantee. With the approval of the Commission, these proceeds may be re-invested for any purpose which expands transportation disadvantaged services to those who are transportation disadvantaged. If the Grantee does not elect to re-invest for purposes which expand transportation disadvantaged services, the gross proceeds from sale shall be refunded to the Commission in the same participation percentage ratios as were used to fund the original purchase.

b) The purchase of all vehicles and equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the Grantee on behalf of the Florida Commission for the Transportation Disadvantaged in accordance with State regulations and statutes. Title to any vehicle purchased with Project funds shall be in the name of the Grantee, subject to lien in favor of the Commission. The Commission will relinquish all interest in the vehicles and equipment when it has reached the end of its useful life at which time the Commission will satisfy its lien of record.

c) When a Grantee is no longer an eligible recipient of these grant funds and no longer a Commission approved Community Transportation Coordinator, the capital equipment with useful life purchased with these grant funds must be transferred to an eligible recipient in accordance with the Commission's Capital Equipment Procedure.

12.84 Accidents. Any accident involving vehicles funded in whole or in part by Transportation Disadvantaged Trust Fund money, operated by or under contract with the grantee, must be reported to the Commission. Accidents resulting in one or more fatalities must be reported to the Commission within 24 hours of the grantee becoming aware of the fatality.

12.85 Equivalency of Service: In the event that this agreement involves the purchasing of vehicles, upon the Commission's request, the Grantee shall submit to the Commission, certification that such equipment meets or exceeds equivalency of service requirements in accordance with the Commission's Capital Equipment Procedures. Failure to abide by this requirement shall be sufficient cause for nonpayment by the Commission as provided in Section 8.20.

13.00 Contractual Indemnity: It is not intended by any of the provision of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Grantee guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Grantee or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Grantee agrees to indemnify, and hold harmless the Commission, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Grantee and persons employed or utilized by the Grantee in the performance of this Agreement. This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity. Additionally, the Grantee agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this agreement.

"To the fullest extent permitted by law, the Grantee's contractor/consultant shall indemnify, and hold harmless the Commission for the Transportation Disadvantaged, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity."

14.00 Appropriation of Funds: The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, the Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

15.00 Expiration of Agreement: The Grantee agrees to complete the Project on or before June 30, 2027. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Section 8.00 of this agreement shall be initiated. For the purpose of this section, completion of project is defined as the latest date by which services may have been provided or equipment may have been received as provided in the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2027.

16.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

17.00 Execution of Agreement: This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

18.00 Vendors and Subcontractors Rights: Vendors (in this document identified as the Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services after receiving an approved invoice from the Commission. 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.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest penalty provision applies after a 35-day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor 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 Commission.

A Vendor Ombudsman has been established within the Department of Management Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516.

19.00 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

> When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of Chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within seven (7) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this section may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

20.00 Modification: This Agreement may not be changed or modified unless authorized in writing by both parties.

FM/JOB No(s).	41065618401
CONTRACT NO.	G3V69
AGREEMENT DATE:	

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

GRANTEE: LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

BY:_____

TITLE:_____

COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

BY:_____

TITLE: **Executive Director (Commission Designee)**

FM/JOB No(s).	41065618401
CONTRACT NO.	G3V69
AGREEMENT DATE:	

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES
Shirley Conroy Rural Area Capital Assistance Program Grant

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Levy County Board of County Commissioners, Post Office Drawer 310, Bronson, Florida, 32621.

PROJECT LOCATION: Levy County(ies)

PROJECT DESCRIPTION: To purchase capital equipment so that transportation can be provided to eligible transportation disadvantaged individuals in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and the Fiscal Year 2026-2027 Program Manual and Request for Funding Instructions for the Shirley Conroy Rural Area Capital Assistance Grant. Services shall be provided and equipment, including vehicles, will be utilized through a coordinated transportation system which has a Memorandum of Agreement in effect, as set forth in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code. Capital equipment will consist of:

One (1) Wheelchair Accessible Vehicle with Safety Equipment

DELIVERABLES:
Capital Equipment – In accordance with the Commission's invoice procedures, an invoice from the equipment vendor, a record of payment by the Grantee shall be submitted as part of the Grantee's invoice for reimbursement, unless Exhibit D applies. For vehicle purchases, a copy of the Application for Title reflecting the Commission as Lien Holder is also required.

SPECIAL CONSIDERATIONS BY GRANTEE: All project equipment or vehicles shall meet or exceed the applicable criteria set forth in the latest Florida Department of Transportation's Guidelines for Acquiring Vehicles or criteria set forth by any other federal, state, or local government agency.

SPECIAL CONSIDERATIONS BY COMMISSION: Not applicable.

FM/JOB No(s).	41065618401
CONTRACT NO.	G3V69
AGREEMENT DATE:	

EXHIBIT "B"
PROJECT BUDGET AND DISBURSEMENT SCHEDULE
Shirley Conroy Rural Area Capital Assistance Program Grant

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Levy County Board of County Commissioners, Post Office Drawer 310, Bronson, Florida, 32621.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible Costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and the Fiscal Year 2026-2027 Program Manual and Request for Funding Instructions for the Shirley Conroy Rural Area Capital Assistance Grant.

One (1) Wheelchair Accessible Vehicle with Safety Equipment.	$170,204.00

II. SOURCE OF FUNDS:

Commission for the Transportation Disadvantaged State Funds	$170,204.00
Local Cash Funds (10% Match)	$ 0.00
Total Project Cost	$170,204.00

III. DISBURSEMENT SCHEDULE OF COMMISSION (State) FUNDS

Execution Date through June 30, 2027 FY2026-27: $170,204.00

CERTIFICATION (To Be Completed By Commission Staff):
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Name: Kyle Mills	Signature:
Title: Project Manager	Date:

FM/JOB No(s).	41065618401
CONTRACT NO.	G3V69
AGREEMENT DATE:	

EXHIBIT "C"
STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Commission for the Transportation Disadvantaged/Florida Department of Transportation
State Project Title:	COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD) TRIP AND EQUIPMENT GRANT PROGRAM
CSFA Number:	55.001
***Award Amount:**	$170,204.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.001 is provided at:
https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.001 are provided at:
https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at:
https://apps.fldfs.com/fsaa/compliance.aspx

FM/JOB No(s).	41065618401
CONTRACT NO.	G3V69
AGREEMENT DATE:	

EXHIBIT D
ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS
Rural Communities/Rural Areas of Opportunity

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Levy County Board of County Commissioners, Post Office Drawer 310, Bronson, Florida, 32621.

Agreements providing federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as defined in Section 288.0656(2), F.S., is eligible for alternative advance payment, per Section 215.971(1)(h), F.S.

1. The amount of the Invoice submitted to the Commission for verified and eligible costs incurred by the Grantee or invoiced by the Grantee's contractor(s) and consultant(s) does not exceed the total amount of the costs incurred by the Grantee or invoice(s) received from the Grantee's contractor(s) or consultant(s).

2. All Invoices received from the Grantee clearly separate any cost(s) incurred by the Grantee and the Grantee's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All Invoices submitted to the Commission provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Grantee, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Grantee's Invoice.

4. The Grantee has certified, on each invoice, that the costs invoiced by the Grantee or the Grantee's contractor(s) and/or consultant(s) are valid and have been incurred by the Grantee or contractor(s) and/or consultant(s) in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Grantee includes Grantee's certification that all previously invoiced costs have been paid by the Grantee.

Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Connie Conley, Director
2. **Department:** Transit
3. **Meeting Date:** Tuesday, October 20, 2026
4. **Requested Action:**

Approval of RESOLUTION NUMBER 2026-58:A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA AMENDING THE FINAL BUDGET FOR FISCAL YEAR 2026-2027 IN THE AMOUNT OF $293,900 DUE TO RECEIPT OF ADDITIONAL REVENUE FROM A TRIP & EQUIPMENT GRANT; AND PROVIDING AN EFFECTIVE DATE.

5. **Cost & Funding Source:**
   Revenue - Trip & Equipment grant funding

6. **Justification of Request:**
   Revenue to be added to the new FY27 budget

310 School Street, Suite 112, Bronson Florida 32621
Telephone (352) 486-5218 Fax (352) 486-5167
E-mail: levybocc@levycounty.org Website: www.levycounty.org

RESOLUTION NUMBER 2026-58

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA AMENDING THE FINAL BUDGET FOR FISCAL YEAR 2026-2027 IN THE AMOUNT OF $293,900 DUE TO THE RECEIPT OF ADDITIONAL REVENUE FROM A TRIP & EQUIPMENT GRANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Levy County, Florida, on September 22, 2026, held a public hearing as required by Section 200.065, Florida Statutes, and adopted Resolution 2026-49 approving the Final Budget for Fiscal Year 2026-2027 (the "FY26-27 Budget"); and

WHEREAS, pursuant to Section 129.06(2), Florida Statutes, this Resolution is required in order to amend the FY26-27 Budget to recognize and appropriate additional grant revenue.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Levy County, Florida (the "Board"), that:

1. The FY26-27 Budget is amended as follows:

   The Public Transit Fund (Fund No. 108) is increased by $293,900 due to additional revenue from a Trip & Equipment Grant and such revenue is hereby appropriated as set forth in the budget amendment form attached hereto and incorporated herein as part of this Resolution.

2. This Resolution shall take effect immediately upon adoption.

Duly Adopted on October 20, 2026.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

_____
Tim Hodge, Chair

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

_____
Matt Brooks, Clerk of Courts

Approved as to form and legal sufficiency

_____
Ray Poole, County Attorney

CLERK FINANCE ONLY - BA#_____

Item 2.

LEVY BOCC BUDGET AMENDMENT FORM

	Dept #1	Dept #2	Frequency
Requesting Department(s):	0150 TRANSPORTATION		Non-Recurring

		Grant Match?
Description & Justification	Trip & Equipment Grant Funding Award for 26/27, additional revenue.	
Type of Amendment and Required Approval level:	Board Amendment - Recognizing Unanticipated Revenue Or Appropriating Reserves For Future Capital - Approved by BOCC Resolution	**Yes**

NOTE: ALL COMMITMENTS RECURRING MULTIPLE FISCAL YEARS REQUIRE BOCC APPROVAL

		Approved?
BOCC Meeting Date (if Applicable)	Tuesday, October 20, 2026	

BUDGET AMENDMENT DETAIL

ADDITIONAL REVENUES ONLY IN THIS SECTION:

Account Number	Description	Current Budget	Change	Revised Budget
108-344G442	Trip & Equipment Grant Funding	$ -	$ 293,900	$ 293,900
				$ -
				$ -
				$ -
				$ -
	Net Change in Revenues:		$ 293,900	

ADJUSTMENTS TO EXPENDITURES ONLY IN THIS SECTION:

Account Number	Description	Current Budget	Change	Revised Budget
108-0150-G442	*Finance will disperse to G/L codes	$ -	$ 293,900	$ 293,900
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Net Changes In Expenditures:		$ 293,900	
	Grand Total - Revenues Minus Expenditures:		$ (0)	*See Above

DEPARTMENT HEAD(S) _____ DATE: 10/7/26

DIRECTOR OF FINANCE & ADMINISTRATION _____ DATE: 10/7/26

COUNTY MANAGER _____ DATE: 10/11/26

Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Mary-Ellen Harper, County Manager
2. **Department:** Board of County Commissioners
3. **Meeting Date:** Tuesday, October 7, 2025
4. **Requested Action:**

To approve the Contract between the Levy County Board of County Commissioners and the State of Florida Department of Health for the operation of the Levy County Health Department contract for year 2026-2027.

5. **Cost & Funding Source:**

The County's appropriated responsibility (direct contribution excluding any fees, other cash, or local contributions) as provided in Attachment II, Part II is an amount not to exceed $165,500. This contribution is unchanged from last year.

6. **Justification of Request:**

This agreement is to follow the legislature pursuant to Chapter 154 of the Florida Statutes, with the intent to promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services.

CONTRACT BETWEEN
LEVY COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF THE
LEVY COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2026-2027

This contract is made and entered into between the State of Florida, Department of Health ("State"), and the Levy County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2026. State and County are jointly referred to as the "parties".

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through the "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Levy County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract to ensure coordination between the State and the County in the operation of the CHD.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2026, through September 30, 2027, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated according to the termination provisions outlined in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as outlined in Part III of Attachment II hereof, to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services that are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment that may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state, and local funds and shall include

those services mandated on a state or federal level. Examples of environmental health services include but are not limited to, food hygiene, safe drinking water supply, sewage, and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services that protect the health of the general public through the detection, control, and eradication of diseases that are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control, and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include but are not limited to first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is outlined in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility *(direct contribution excluding any state fees, Medicaid contributions, or any other funds not listed on the Schedule C)* as provided in Attachment II, Part II is an amount not to exceed $ 3,507,596 *(State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C)*. The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility *(direct contribution excluding any fees, other cash, or local contributions)* as provided in Attachment II, Part II is an amount not to exceed $165,500 *(amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment)*.

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either the current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase or decrease, the CHD will revise Attachment II and send a copy of the revised pages to the County and the State's Office of Budget and Revenue Management. If the County initiates the increase or decrease, the County shall notify the CHD in writing. The CHD will then revise Attachment II and send a copy of the revised pages to the State's Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund
Levy County Health Department
66 West Main ST.
Bronson, FL 32621

5. CHD DIRECTOR or ADMINISTRATOR. Both parties agree the director or administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the State's Deputy Secretary for County Health Systems. The director or administrator shall be selected by the State with the concurrence of the County. The director or administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long-Range Program Plan.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as outlined in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel laws, rules, and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide purchasing contract has been implemented for those goods or services. In such cases, the CHD director or administrator must sign a justification, therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD following the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records, and documents following the Generally Accepted Accounting Principles, as promulgated by the Governmental Accounting Standards Board, and the requirements of federal or state law. These records shall be maintained as

required by the State's Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which is subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records, and documents must be adequate to allow the CHD to comply with the following reporting requirements:

i. The revenue and expenditure requirements in the Florida Accounting Information Resource System; and

ii. The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet; and

iii. Financial procedures specified in the State's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda; and

iv. The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Levy County.

e. That any surplus or deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited or debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus or deficit funds accruing to the State and County is determined each month and at the contract year-end. Surplus funds may be applied toward the funding requirements of each party in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner that clearly illustrates the amount which has been credited to each party. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director or administrator determines that an emergency exists wherein a time delay would endanger the public's health and the State's Deputy Secretary for County Health Systems have approved the transfer. The State's Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record-keeping requirements.

h. At the request of either party, an audit may be conducted by an independent certified public accountant on the financial records of the CHD, and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133, as revised, and may be in conjunction with audits performed by the County government. If audit exceptions are found, then the director or administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for five years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until the resolution of the audit findings.

k. The CHD shall maintain the confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the State's Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice concerning client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification, or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and right to a fair hearing to the final governing authority of the CHD. Specific references to existing laws, rules, or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Compliance and Non-Discrimination Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report; and

ii. A written explanation to the County of service variances reflected in the year-end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service-specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the State's Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports are delayed due to circumstances beyond the CHD's control:

i. March 1, 2027, for the reporting period of October 1, 2026, through December 31, 2026; and

ii. June 1, 2027, for the reporting period of October 1, 2026, through March 31, 2027; and

iii. September 1, 2027, for the reporting period of October 1, 2026 through June 30, 2027; and

iv. December 1, 2027, for the reporting period of October 1, 2026 through September 30, 2027.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than 180 calendar days' notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than 24 hours' notice.

c. Termination for Breach. This contract may be terminated by either party for a material breach of an obligation hereunder, upon no less than 30 days' notice. Waiver of a breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance, or payment hereunder, extends beyond the CHD fiscal year beginning July 1, 2027, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, under section 287.0582, Florida Statutes.

b. Contract Managers. The name and addresses of the contract managers for the parties under this contract are as follows:

For the State:	For the County:
Natalie McKellips Name	Mary-Ellen Harper Name
CHD Administrator Title	County Manager Title
66 West Main Street Bronson, FL 32621 Address	310 School Street Bronson, FL 32621 Address
Natalie.McKellips@FLHealth.gov Email Address	LevyBOCC@LevyCounty.org Email Address
(352) 486-5300 Telephone	(352)486-5218 Telephone

If different contract managers are designated after the execution of this contract, the name, address, email address, and telephone number of the new representative shall be furnished in writing to the other parties and attached to the originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

d. Notices. Any notices provided under this contract must be delivered by certified mail, return receipt requested, in person with proof of delivery, or by email to the email address of the respective party identified in Section 9.b., above.

In WITNESS THEREOF, the parties hereto have caused this 12 page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (Six pages), Attachment III (One pages), Attachment IV (Two pages), and Attachment V (One pages), to be executed by their undersigned officials as duly authorized effective the 1st day of October 2026.

BOARD OF COUNTY COMMISSIONERS FOR LEVY COUNTY	**STATE OF FLORIDA DEPARTMENT OF HEALTH**
SIGNED BY: _____	**SIGNED BY:** _____
NAME: Tim Hodge	**NAME:** Joseph A. Ladapo, M.D., Ph.D.
TITLE: Chair	**TITLE:** State Surgeon General
DATE: _____	**DATE:** _____

ATTESTED TO:

SIGNED BY: _____	**SIGNED BY:** _____
NAME: Matt Brooks	**NAME:** Natalie McKellips
TITLE: Clerk of Court	**TITLE:** CHD Administrator
DATE: _____	**DATE:** _____

ATTACHMENT I

LEVY COUNTY HEALTH DEPARTMENT

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

	Service	Requirement
1.	Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2.	Dental Health	Periodic financial and programmatic reports as specified by the program office.
3.	Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4.	Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5.	Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6.	Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

		levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7.	Environmental Health	Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
8.	HIV/AIDS Program	Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140. Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
9.	School Health Services	Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
10.	Tuberculosis	Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
11.	General Communicable Disease Control	Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
12.	Refugee Health Program	Programmatic and financial requirements as specified by the program office.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

LEVY COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

		Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1.	CHD Trust Fund Ending Balance 09/30/26	230401	345083	575484
2.	Drawdown for Contract Year October 1, 2026 to September 30, 2027	-220526	80546	-139980
3.	Special Capital Project use for Contract Year October 1, 2026 to September 30, 2027	0	0	0
4.	Balance Reserved for Contingency Fund October 1, 2026 to September 30, 2027	9875	425629	435504

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT II

LEVY COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2026 to September 30, 2027

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE						
015040	CHD - TB COMMUNITY PROGRAM	3,000	0	3,000	0	3,000
015040	SCHOOL BASED DENTAL SEALANT	133,600	0	133,600	0	133,600
015040	DENTAL SPECIAL INITIATIVE PROJECTS	5,875	0	5,875	0	5,875
015040	EPIDEMIOLOGY SURVEILLANCE GENERAL REVENUE	79,035	0	79,035	0	79,035
015040	FAMILY PLANNING GENERAL REVENUE	76,287	0	76,287	0	76,287
015040	FLORIDA SPRINGS AND AQUIFER PROTECTION ACT	36,884	0	36,884	0	36,884
015040	PRIMARY CARE PROGRAM	115,813	0	115,813	0	115,813
015040	RACIAL & ETHNIC DISPARITIES - CHD EXPENSES	52,000	0	52,000	0	52,000
015040	SCHOOL HEALTH SERVICES	74,782	0	74,782	0	74,782
015050	CHD GENERAL REVENUE NON-CATEGORICAL	821,647	0	821,647	0	821,647
GENERAL REVENUE TOTAL		1,398,923	0	1,398,923	0	1,398,923
2. NON GENERAL REVENUE - STATE						
015010	TOBACCO STATE & COMMUNITY HEALTHY BABY	10,000	0	10,000	0	10,000
NON GENERAL REVENUE TOTAL		10,000	0	10,000	0	10,000
3. FEDERAL FUNDS - STATE						
007000	COMPREHENSIVE COMMUNITY CARDIO - PHBG	11,876	0	11,876	0	11,876
007000	FAMILY PLANNING TITLE X - GRANT	70,391	0	70,391	0	70,391
007000	PUBLIC HLTH INFRASTRUCTURE & WORKFORCE/CENTRAL 1	3,886	0	3,886	0	3,886
007000	THE NATIONAL CARDIOVASCULAR HEALTH PROGRAM	42,944	0	42,944	0	42,944
007000	INFANT MORTALITY	25,994	0	25,994	0	25,994
007000	IMMUNIZATION ACTION PLAN	3,613	0	3,613	0	3,613
007000	MCH SPECIAL PROJCT DENTAL	29,684	0	29,684	0	29,684
007000	MCH SPECIAL PROJECTS DENTAL	6,542	0	6,542	0	6,542
007000	BASE COMMUNITY PREPAREDNESS CAPABILITY	115,156	0	115,156	0	115,156
007000	RYAN WHITE TITLE II GRANT/CHD CONSORTIUM	2,221	0	2,221	0	2,221
015075	SCHOOL HEALTH SERVICES	148,537	0	148,537	0	148,537
FEDERAL FUNDS TOTAL		460,844	0	460,844	0	460,844
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE						
001020	CHD STATEWIDE ENVIRONMENTAL FEES	16,600	0	16,600	0	16,600
001092	ON SITE SEWAGE DISPOSAL PERMIT FEES	153,600	0	153,600	0	153,600
001206	ON SITE SEWAGE DISPOSAL PERMIT FEES	13,500	0	13,500	0	13,500
001206	SANITATION CERTIFICATES (FOOD INSPECTION)	450	0	450	0	450
001206	SEPTIC TANK RESEARCH SURCHARGE	2,000	0	2,000	0	2,000
001206	PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	50	0	50	0	50
001206	DRINKING WATER PROGRAM OPERATIONS	350	0	350	0	350
001206	TANNING FACILITIES	20	0	20	0	20
001206	ONSITE SEWAGE TRAINING CENTER	1,000	0	1,000	0	1,000
001206	MOBILE HOME & RV PARK FEES	800	0	800	0	800
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL		188,370	0	188,370	0	188,370

5. OTHER CASH CONTRIBUTIONS - STATE:

ATTACHMENT II

LEVY COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2026 to September 30, 2027

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
031005	GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	4,100	0	4,100	0	4,100
031005	ONSITE SEWAGE TRAINING CENTER	500	0	500	0	500
090001	DRAW DOWN FROM PUBLIC HEALTH UNIT	220,526	0	220,526	0	220,526
OTHER CASH CONTRIBUTION TOTAL		225,126	0	225,126	0	225,126
6. MEDICAID - STATE/COUNTY:						
001057	CHD CLINIC FEES	0	19,925	19,925	0	19,925
001148	CHD CLINIC FEES	0	248,150	248,150	0	248,150
001148	GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	6,200	6,200	0	6,200
MEDICAID TOTAL		0	274,275	274,275	0	274,275
7. ALLOCABLE REVENUE - STATE:						
001004	CHD STATEWIDE ENVIRONMENTAL FEES	750	0	750	0	750
004010	CHD CLINIC FEES	1	0	1	0	1
ALLOCABLE REVENUE TOTAL		751	0	751	0	751
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE						
	ADAP	0	0	0	67,856	67,856
	PHARMACY DRUG PROGRAM	0	0	0	3,288	3,288
	WIC PROGRAM	0	0	0	799,415	799,415
	BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	895	895
	IMMUNIZATIONS	0	0	0	49,030	49,030
OTHER STATE CONTRIBUTIONS TOTAL		0	0	0	920,484	920,484
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT						
008005	CHD LOCAL REVENUE & EXPENDITURES	0	165,500	165,500	0	165,500
DIRECT COUNTY CONTRIBUTIONS TOTAL		0	165,500	165,500	0	165,500
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY						
001077	CHD CLINIC FEES	0	11,620	11,620	0	11,620
001077	GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	1,200	1,200	0	1,200
001094	CHD LOCAL ENVIRONMENTAL FEES	0	50,500	50,500	0	50,500
001110	VITAL STATISTICS CERTIFIED RECORDS	0	23,952	23,952	0	23,952
FEES AUTHORIZED BY COUNTY TOTAL		0	87,272	87,272	0	87,272
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY						
001029	CHD CLINIC FEES	0	21,230	21,230	0	21,230
001029	GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	12,250	12,250	0	12,250
001052	CHD CLINIC FEES	0	1,040	1,040	0	1,040
001052	GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	2,600	2,600	0	2,600
001090	CHD CLINIC FEES	0	270	270	0	270
001090	GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	2,500	2,500	0	2,500
008050	SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	87,500	87,500	0	87,500
010300	MIGRANT LABOR HOUSING INSPECTION H-2A PROGRAM	0	3,000	3,000	0	3,000
011000	HEALTHY FAMILIES FLORIDA	0	253,038	253,038	0	253,038
011001	CHD HEALTHY START COALITION CONTRACT	0	381,261	381,261	0	[illegible]

ATTACHMENT II

LEVY COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2026 to September 30, 2027

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
011001 HEALTHY START MEDIPASS WAIVER - COALITION TO CHD	0	58,000	58,000	0	58,000
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	-80,546	-80,546	0	-80,546
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	742,143	742,143	0	742,143
12. ALLOCABLE REVENUE - COUNTY					
001004 CHD STATEWIDE ENVIRONMENTAL FEES	0	750	750	0	750
004010 CHD CLINIC FEES	0	1	1	0	1
COUNTY ALLOCABLE REVENUE TOTAL	0	751	751	0	751
13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	48,000	48,000
OTHER (Specify)	0	0	0	0	0
UTILITIES	0	0	0	0	0
BUILDING MAINTENANCE	0	0	0	0	0
GROUNDS MAINTENANCE	0	0	0	0	0
INSURANCE	0	0	0	10,949	10,949
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL	0	0	0	58,949	58,949
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	7,800	7,800
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	7,800	7,800
GRAND TOTAL CHD PROGRAM	2,284,014	1,269,941	3,553,955	987,233	4,541,188

ATTACHMENT II

LEVY COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing. Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2026 to September 30, 2027

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan 1st (Whole dollars only)	2nd	3rd	4th	State	County	Grand Total
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	0.17	112	151	9,113	10,629	9,113	10,628	12,008	27,475	39,483
SEXUALLY TRANS. DIS. (102)	1.13	260	361	23,536	27,452	23,536	27,451	85,754	16,221	101,975
HIV/AIDS PREVENTION (03A1)	0.08	0	734	1,768	2,062	1,768	2,061	7,659	0	7,659
HIV/AIDS SURVEILLANCE (03A2)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS PATIENT CARE (03A3)	0.10	9	18	2,665	3,108	2,665	3,107	9,875	1,670	11,545
ADAP (03A4)	0.00	0	0	0	0	0	0	0	0	0
TUBERCULOSIS (104)	0.16	9	172	3,167	3,693	3,167	3,693	10,920	2,800	13,720
COMM. DIS. SURV. (106)	2.27	0	534	44,668	52,099	44,668	52,099	193,534	0	193,534
HEPATITIS (109)	0.00	0	0	0	0	0	0	0	0	0
PREPAREDNESS AND RESPONSE (116)	1.11	0	0	27,412	31,973	27,412	31,974	118,771	0	118,771
REFUGEE HEALTH (118)	0.00	0	0	0	0	0	0	0	0	0
VITAL RECORDS (180)	0.26	631	1,436	4,227	4,930	4,227	4,929	0	18,313	18,313
COMMUNICABLE DISEASE SUBTOTAL	5.28	1,021	3,406	116,556	135,946	116,556	135,942	438,521	66,479	505,000
B. PRIMARY CARE:										
CHRONIC DISEASE PREVENTION PRO (210)	1.85	34	722	36,654	42,753	36,654	42,753	158,814	0	158,814
WIC (21W1)	0.00	0	0	0	0	0	0	0	0	0
TOBACCO USE INTERVENTION (212)	0.00	0	0	2,308	2,692	2,308	2,692	10,000	0	10,000
WIC BREASTFEEDING PEER COUNSELING (21W2)	0.00	0	0	0	0	0	0	0	0	0
FAMILY PLANNING (223)	2.93	346	521	73,960	86,265	73,960	86,264	262,509	57,940	320,449
IMPROVED PREGNANCY OUTCOME (225)	0.31	1	4	8,645	10,083	8,645	10,082	37,455	0	37,455
HEALTHY START PRENATAL (227)	2.18	122	1,028	48,545	56,621	48,545	56,621	0	210,332	210,332
COMPREHENSIVE CHILD HEALTH (229)	3.61	28	96	77,256	90,110	77,256	90,110	0	334,732	334,732
HEALTHY START CHILD (231)	2.25	134	1,378	43,192	50,378	43,192	50,379	187,141	0	187,141
SCHOOL HEALTH (234)	6.56	0	110,325	140,343	163,692	140,343	163,692	520,570	87,500	608,070
COMPREHENSIVE ADULT HEALTH (237)	0.01	11	12	415	484	415	484	1,769	29	1,798
COMMUNITY HEALTH DEVELOPMENT (238)	0.00	0	0	1,595	1,860	1,595	1,859	6,909	0	6,909
DENTAL HEALTH (240)	7.92	1,473	2,508	189,894	221,488	189,894	221,487	441,719	381,044	822,763
PRIMARY CARE SUBTOTAL	27.62	2,149	116,594	622,807	726,426	622,807	726,423	1,626,886	1,071,577	2,698,463
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.00	0	0	0	0	0	0	0	0	0
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.05	14	12	1,213	1,414	1,213	1,414	1,820	3,434	5,254
PUBLIC WATER SYSTEM (358)	0.00	0	0	0	0	0	0	0	0	0
PRIVATE WATER SYSTEM (359)	0.01	2	7	291	340	291	340	4	1,258	1,262
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	2.46	1,256	1,640	61,970	72,280	61,970	72,280	191,055	77,445	268,500
Group Total	2.52	1,272	1,659	63,474	74,034	63,474	74,034	192,879	82,137	275,016
Facility Programs										
TATTOO FACILITY SERVICES (344)	0.00	0	0	0	0	0	0	0	0	0
FOOD HYGIENE (348)	0.03	8	15	777	907	777	907	3,361	7	3,368

ATTACHMENT II

LEVY COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing. Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2026 to September 30, 2027

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan 1st (Whole dollars only)	2nd	3rd	4th	State	County	Grand Total
BODY PIERCING FACILITIES SERVICES (349)	0.00	0	0	0	0	0	0	0	0	0
GROUP CARE FACILITY (351)	0.06	38	54	1,027	1,198	1,027	1,198	14	4,436	4,450
MIGRANT LABOR CAMP (352)	0.11	37	117	1,884	2,198	1,884	2,198	26	8,138	8,164
HOUSING & PUB. BLDG. (353)	0.00	0	0	42	48	42	48	1	179	180
MOBILE HOME AND PARK (354)	0.03	13	16	603	703	603	703	2,609	3	2,612
POOLS/BATHING PLACES (360)	0.03	22	55	581	678	581	677	458	2,059	2,517
BIOMEDICAL WASTE SERVICES (364)	0.00	0	0	0	0	0	0	0	0	0
TANNING FACILITY SERVICES (369)	0.00	0	0	35	40	35	40	150	0	150
Group Total	0.26	118	257	4,949	5,772	4,949	5,771	6,619	14,822	21,441
Groundwater Contamination										
STORAGE TANK COMPLIANCE SERVICES (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICES (356)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.00	0	0	0	0	0	0	0	0	0
Community Hygiene										
COMMUNITY ENVIR. HEALTH (345)	0.00	0	0	0	0	0	0	0	0	0
INJURY PREVENTION (346)	0.00	0	0	231	269	231	269	0	1,000	1,000
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.08	32	70	1,466	1,710	1,466	1,711	18	6,335	6,353
RABIES SURVEILLANCE (366)	0.35	150	397	6,167	7,193	6,167	7,193	81	26,639	26,720
ARBORVIRUS SURVEIL. (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.43	182	467	7,864	9,172	7,864	9,173	99	33,974	34,073
ENVIRONMENTAL HEALTH SUBTOTAL	3.21	1,572	2,383	76,287	88,978	76,287	88,978	199,597	130,933	330,530
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	4,388	5,117	4,388	5,117	19,010	0	19,010
MEDICAID BUYBACK (611)	0.00	0	0	220	256	220	256	0	952	952
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	4,608	5,373	4,608	5,373	19,010	952	19,962
TOTAL CONTRACT	36.11	4,742	122,383	820,258	956,723	820,258	956,716	2,284,014	1,269,941	3,553,955

ATTACHMENT III

LEVY COUNTY HEALTH DEPARTMENT

CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION CERTIFICATE

1. The CHD agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the Department.

2. The CHD assures that it will comply with the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

3. Assurance of Civil Rights Compliance: The CHD hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency” (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

   By providing this assurance, the CHD agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

   This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or

4. Confidentiality of Data, Files, and Records: The CHD agrees to restrict the use and disclosure of confidential USDA, Women, Infant, and Children (WIC) applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable.

Attachment IV

Fiscal Year - 2026 - 2027

Levy County Health Department

Facilities Utilized by the County Health Department

Complete Location (Street Address, City, Zip)	**Facility Description And Offical Building Name (if applicable)** (Admin, Clinic, Envn Hlth, etc.)	**Lease/ Agreement Number**	**Type of Agreement** (Private Lease thru State or County, other - please define)	**Complete Legal Name of Owner**	**SQ Feet**	**Employee Count** (FTE/OPS/ Contract)
Levy County Health Department 66 West Main St. Bronson, FL 32621	**Admin, Clinic, Envn Hlth, Vitals, Dental, Healthy Start**		**Core Contract**	**Levy County Board of County Commissioners**	**5697**	**36.55/2.1**
318 Mongo Street Bronson, FL 32621	**Healthy Families**		**Core Contract**	**Levy County Board of County Commissioners**	**1754**	**3.8**

Facility *- a fixed site managed by DOH/CHD personnel for the purpose of providing or supporting public health services. Includes county-owned, state-owned, and leased facilites. Includes DOH/CHD warehouse and administrative sites. Includes facilities managed by DOH/CHD that may be shared with other organizations. Does not include schools, jails or other facilities where DOH/CHD staff are out-posted or sites where services are provided on an episodic basis.*

ATTACHMENT V
LEVY COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

CONTRACT YEAR	STATE	COUNTY	TOTAL
2025-2026*	$ 0	$ 0	$ 0
2026-2027**	$ 0	$ 0	$ 0
2027-2028***	$ 0	$ 0	$ 0
2028-2029***	$ 0	$ 0	$ 0
PROJECT TOTAL	$ 0	$ 0	$ 0

SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: _____

PROJECT NAME: _____

LOCATION/ADDRESS: _____

PROJECT TYPE:

NEW BUILDING	_____	ROOFING	_____
RENOVATION	_____	PLANNING STUDY	_____
NEW ADDITION	_____	OTHER	_____

SQUARE FOOTAGE: 0

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

START DATE *(Initial expenditure of funds)* : _____

COMPLETION DATE: _____

DESIGN FEES: $ 0

CONSTRUCTION COSTS: $ 0

FURNITURE/EQUIPMENT: $ 0

TOTAL PROJECT COST: $ 0

COST PER SQ FOOT: $ 0

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

* Cash balance as of 9/30/26
** Cash to be transferred to FCO account.
*** Cash anticipated for future contract years.

Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Mary-Ellen Harper, County Manager
2. **Department:** Board of County Commissioners
3. **Meeting Date:** Tuesday, October 20, 2026
4. **Requested Action:**

Receive the Fourth Quarter Fiscal Year Quarterly Report for July 1, 2026 – September 30, 2026.

5. **Cost & Funding Source:**

There is no cost associated with the Quarterly Reports.

6. **Justification of Request:**

All Levy County Departments will now submit quarterly reports. The purpose of these reports is for the Department Heads to share the activities and accomplishments of their Department with the Board of County Commissioners and the Public.

Levy County Board of County Commissioners
PO Box 310, Bronson, Florida, 32621
310 School Street, Bronson, Florida, 32621
Phone: 352.486.5218

Levy County Quarterly Department Report

Department Information

Name of Department	**Board of County Commissioners**
Name of Department Head	**Mary-Ellen Harper**

Department Deliverables

Deliverable *(To be determined by the Department Head)*	**Second Quarter FY** (January-March 2026)	**Third Quarter FY** (April-June 2026)	**Fourth Quarter FY** (July-September 2026)
Public Records Requests	619	486	326
Meetings and Workshops	13	12	19
Press Releases	45	46	20
Comment:			

Department Highlights

- **Fiscal Year 2026–2027 Budget:** The Board approved the Fiscal Year 2026–2027 Budget on September 22, 2026. Following a series of budget workshops and careful review of County revenues and expenditures, Commissioners were able to reduce the millage rate from 8.75 mills to 8.25 mills while still returning funds to reserves. This effort would not have been possible without the work of Interim Director of Finance and Administration Kari Bastow and Financial Consultant Stuart McElhaney.

- **Timber Harvesting:** The County conducted a competitive procurement process for timber harvesting on approximately 107 acres of County-owned property at the Landfill, resulting in $187,854.40 in revenue to the County. The competitive process ensured the County received market-based pricing for its timber resources while maximizing the financial return to taxpayers.

Commissioners
Charlie Kennedy, Vice Chair, District 1
Rock Meeks, District 2
Desiree Mills, District 3
Tim Hodge, Chair, District 4
Johnny Hiers, District 5

LEVY COUNTY

- **Insurance:** The BoCC conducted competitive procurement processes this year for both Health Insurance and Property and Casualty Insurance. As a result, the County's Health Insurance will continue to be provided by Public Risk Management (PRM), while Property and Casualty Insurance will move from PRM to the Florida League of Cities.

  The cost to remain with PRM for Property and Casualty Insurance was $1,276,341, compared with $971,380 through the Florida League of Cities. The change will save the County $304,961 annually, representing an approximately 24% reduction in property and casualty insurance costs while maintaining the necessary coverage for County operations.

- **Meeting Room Improvements:** Sound Ideas has completed renovations to the Board Meeting Room audio system. The new system is a significant improvement over the previous wireless system, and additional adjustments are underway to further fine-tune audio quality.

- **Board Room Enhancements:** New tables have been constructed to complement the existing dais and podiums, providing a more consistent and professional appearance in the Board Meeting Room.

- **Project Grocer:** Work continues on the proposed economic development incentive agreement for Project Grocer. The County Manager continues to work directly with a Commissioner, the Finance Manager, and the developer to finalize the proposed agreement for consideration by the Board.

- **Economic Development Advisory Board:** The first meeting of the Economic Development Advisory Board (EDAB) was held on September 22, 2026. The County Manager is coordinating the Board and the County's economic development activities. By placing economic development within the Board of County Commissioners Office under the direct leadership of the County Manager, Levy County is creating a coordinated, countywide approach that integrates planning, infrastructure, tourism, grants, workforce development, and business recruitment. This structure promotes accountability, improves collaboration among departments, streamlines project implementation, and ensures economic development remains a strategic priority of County government.

LEVY COUNTY

- **SHIP Program – Resolution 2026-47:** The BoCC approved Resolution 2026-47 on September 22, 2026. The Resolution authorizes the County Manager, or designee, to administer and approve individual awards under Levy County's State Housing Initiatives Partnership (SHIP) Program without requiring each qualifying award to return to the Board for separate approval. The delegation is intended to streamline the delivery of housing assistance while requiring all awards to comply with the Board-approved Local Housing Assistance Plan (LHAP), eligibility requirements, maximum award amounts, available funding, applicable laws, and County policies.

- **Commercial Hauler Tipping Fees – Resolution 2026-42:** The BoCC approved Resolution 2026-42 on September 8, 2026, establishing tipping fees for commercial haulers disposing of residential waste at County solid waste facilities. Commercial haulers use County facilities as part of their business operations and deliver waste for compensation. Requiring commercial haulers to pay the applicable tipping fee for all waste delivered helps recover the County's cost of receiving, handling, transporting, and disposing of that waste rather than shifting those costs to residential property owners.

  County staff documented the annual full cost of solid waste management and determined that the tipping fees are reasonable and related to the County's actual disposal costs. The fees do not change or reduce the benefit provided to residential property owners through the County's solid waste assessment.

  The change is estimated to generate approximately $640,000 in additional annual revenue, helping offset the County's cost of managing commercially hauled waste and improving the financial sustainability of the Solid Waste system.

Levy County Board of County Commissioners
PO Box 310, Bronson, Florida, 32621
310 School Street, Bronson, Florida, 32621
Phone: 352.486.5218

Levy County Quarterly Department Report

Department Information

Name of Department	**Code Enforcement**
Name of Department Head	**Dave Banton**

Department Deliverables

Deliverable *(To be determined by the Department Head)*	**Second Quarter FY** (January-March 2026)	**Third Quarter FY** (April-June 2026)	**Fourth Quarter FY** (July-September 2026)
Cases	**64**	**61**	**47**
Cases Closed	**40**	**21**	**24**
Special Magistrate Cases	**25**	**39**	**4**
Recorded Liens		**11**	**0**
Records Requests			**64**
Comment: **Common Violations:** **Sec 34-40.- Prohibited generally (Open storage of Junk and Trash)** **Sec 34-41.- unserviceable vehicles** **Sec 50-718.- Temporary uses (Recreational vehicles)** **Appendix B Sec 1.-Development Services (work without permit)**			

Department Highlights:

This Department's unwavering commitment to serve the community

Commissioners
Charlie Kennedy, Vice Chair, District 1
Rock Meeks, District 2
Desiree Mills, District 3
Tim Hodge, Chair, District 4
Johnny Hiers, District 5

Levy County Board of County Commissioners
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Levy County Quarterly Department Report

Department Information

Name of Department	**Development Services**
Name of Department Head	**Bernard (Bo) Cox III**

Department Deliverables

Deliverable *(To be determined by the Department Head)*	**Second Quarter FY** (January-March 2026)	**Third Quarter FY** (April-June 2026)	**Fourth Quarter FY** (July-September 2026)
Zoning Compliance Applications	**209**	**171**	**307**
Plat Applications	**7**	**0**	**03**
Total Building Permits	**564**	**644**	**580**
New Residents Permits	**188**	***177***	**168**
Comment:		**No new plat applications made. Planning did see an increase of unity of title applications with 8 total. *made correction***	**2 site plan reviews for new commercial construction, 3 boundary line adjustments which is new**

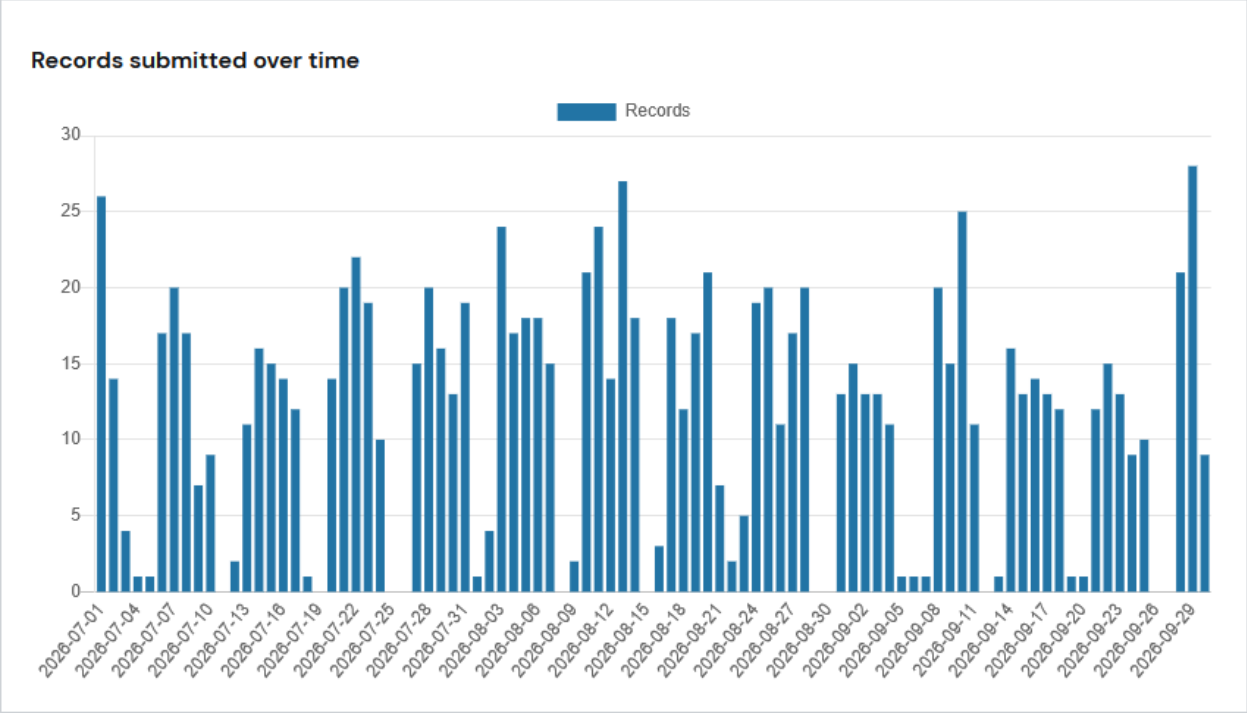
Department Highlights

Development and growth is steady in the county. Development Services is currently staffed with 5 full time front office personal, 2 inspectors, 1 inspectors/plan reviewers, 1 planner, 1 GIS mapper/planner, 1 Director. Planning went live with Opengov and now building permit, zoning approvals, unity of titles and lot splits are all on the same platform.

Commissioners
Charlie Kennedy, Vice Chair, District 1
Rock Meeks, District 2
Desiree Mills, District 3
Tim Hodge, Chair, District 4
Johnny Hiers, District 5

LEVY COUNTY

All Development Applications



Totals

1057
Records Created

1565
Inspections Done

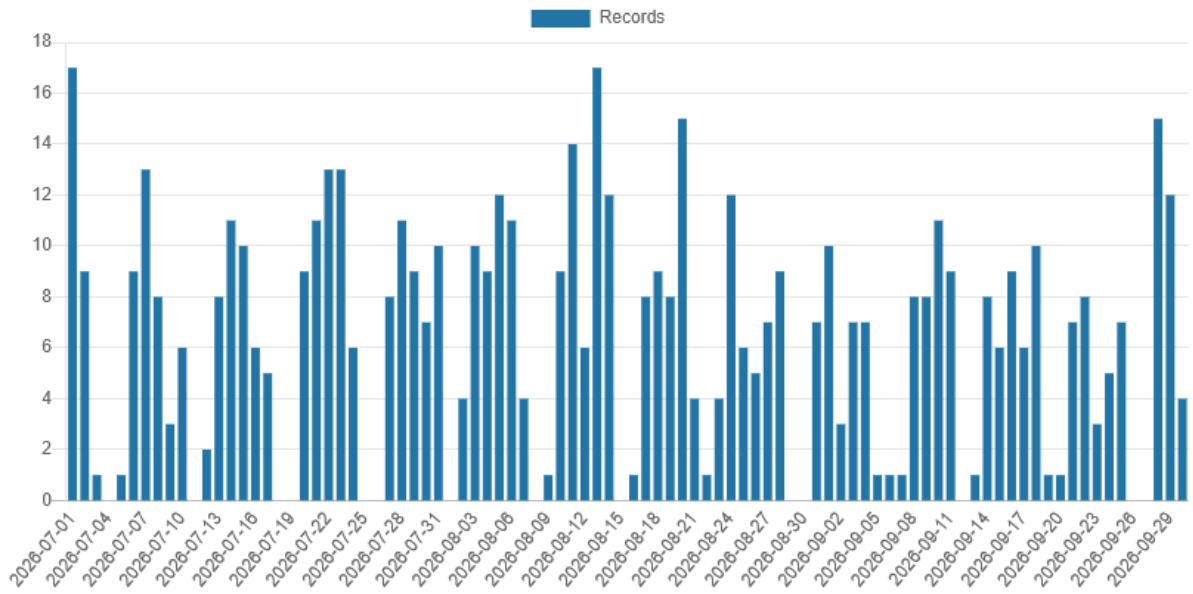
$708,662.70
Revenue Collected

1330
Permits Issued

LEVY COUNTY

Residential Building Permits

Records submitted over time



Totals

580
Records Created

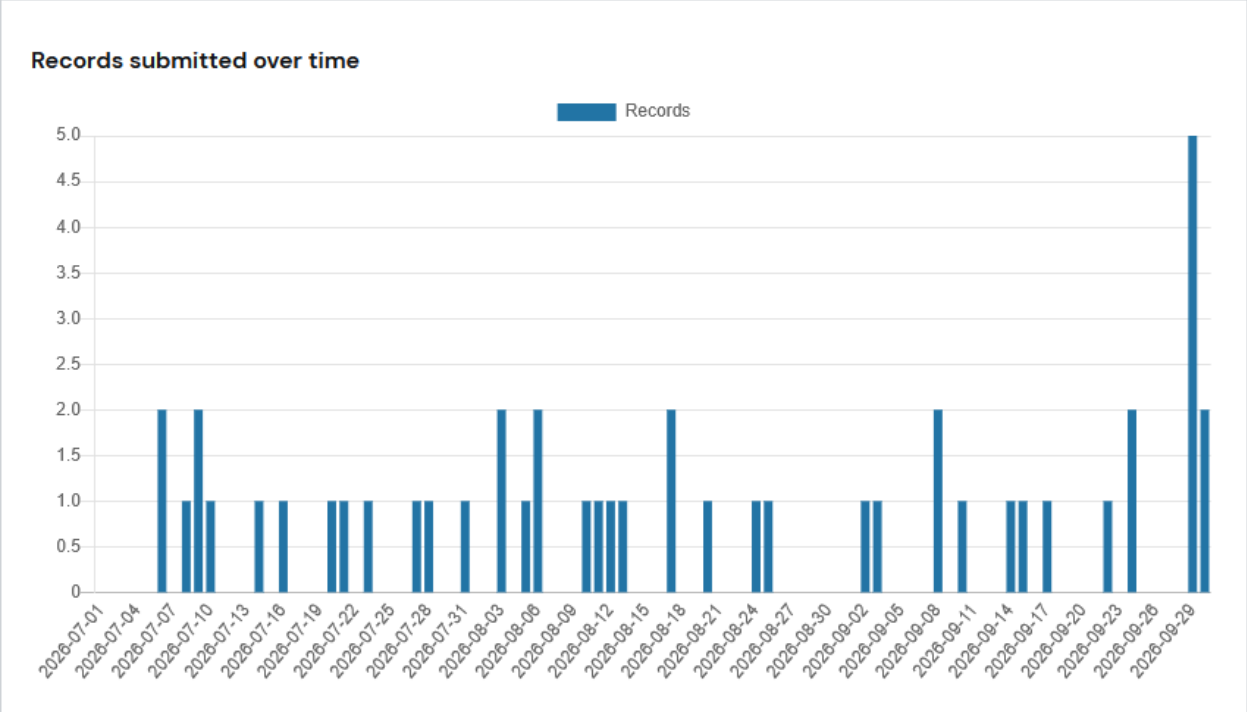
1335
Inspections Done

$656,521.54
Revenue Collected

806
Permits Issued

LEVY COUNTY

Commercial Permits



Totals

46
Records Created

37
Inspections Done

$28,345.51
Revenue Collected

48
Permits Issued

Levy County Board of County Commissioners
PO Box 310, Bronson, Florida, 32621
310 School Street, Bronson, Florida, 32621
Phone: 352.486.5218

Levy County Quarterly Department Report

Department Information

Name of Department	**Emergency Management**
Name of Department Head	**Leatha Keene**

Department Deliverables

Deliverable *(To be determined by the Department Head)*	**Second Quarter FY** (January-March 2026)	**Third Quarter FY** (April-June 2026)	**Fourth Quarter FY** (July-September 2026)
Preparedness and Community Engagement	Participated in Community Outreach with local partners, and increasing community awareness and education.	Completed participation in the Statewide Hurricane Exercise and enhanced readiness by updating plans, resources and ensuring operational preparedness for the season.	Participated in several community events focused on preparedness and public education.
EOC Design & Development	Finalize conceptual design and begin architectural drawings for new EOC.	Advanced the EOC project by moving the design and development milestones.	Met with the construction partners to participate in the EOC development.
Emergency Response	Coordinated with state on emergency declaration; implemented burn ban.	Continued administration of state and federal grants and	Completed the extensive rewrite of the CEMP and the LMS plan.

Charlie Kennedy, Vice Chair, District 1
Rock Meeks, District 2
Desiree Mills, District 3
Tim Hodge, Chair, District 4
Johnny Hiers, District 5

LEVY COUNTY

Comment:	**Thank you to the leadership and staff for all the support!**	**The success of this quarter is a direct result of our team's dedication. I am incredibly proud of Caleb and Jordyn's fantastic work!**	**Thank you to the team for continued teamwork and dedication!**

Department Highlights

Fourth Quarter FY (July-September 2026)

This quarter, Emergency Management participated in several community events focused on preparedness and public education.

One of those events was a presentation to the members of Bronson Methodist Church, along with a tabling event sponsored by the Levy County School Board family resource team. We also participated in the Williston Back-to-School Bash, where we provided residents with valuable information to help them prepare for disasters.

Emergency Management completed the extensive rewrite of the Comprehensive Emergency Management Plan (CEMP) and the Local Mitigation Strategy Plan (LMS).

The Florida Division of Emergency Management completed its review of the CEMP and LMS plans and determined that the plans meet the required compliance standards. These plans are important because they help guide our preparedness and mitigation efforts, support coordination with other local plans, and provide a foundation for protecting our residents, property, and resources. Our plans will also be made publicly available through levydisaster.com so residents and other jurisdictions can use them as a resource.

Emergency Management has continued to advance the Emergency Operations Center (EOC) construction project.

Emergency Management staff met with the construction partners to participate in a development and design planning meeting. The discussion covered several important elements, including the electrical design, access points, security, interior layout, and other functional features needed to support the facility.

The project is scheduled for construction to begin in January 2028, with an estimated construction period of 12 to 18 months!

Emergency Management has remained actively involved in managing several FEMA projects, including coordination meetings with FEMA and the Florida Division of Emergency Management, as well as state calls and reporting requirements.

LEVY COUNTY

On September 16th, Emergency Management met with FDEM Deputy Executive Director, Ben Fairbrother and requested advanced funds in the amount of $1,087,546.09 to be expedited for Hurricane Helene debris removal. Within just nine days of that request, the payment was received!

This is an important step toward reimbursing the departments that used their operating budgets to cover debris removal labor and equipment costs. Receiving these funds will help restore those expenditures to their budgets.

In addition, the remaining balance of $1,441,630.87 is expected to be paid to Levy County in October!

Levy County Board of County Commissioners
PO Box 310, Bronson, Florida, 32621
310 School Street, Bronson, Florida, 32621
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Levy County Quarterly Department Report

Department Information

Name of Department	**Engineering**
Name of Department Head	**Thomas Strom, P.E.**

Department Deliverables

Deliverable *(To be determined by the Department Head)*	**Second Quarter FY** (January-March 2026)	**Third Quarter FY** (April-June 2026)	**Fourth Quarter FY** (July-September 2026)
Agenda Items Brought to the Board	**0**	**7**	**0**
Active Engineering Task Assignments Managed • CR 346 Resurfacing • Cedar Key Fishing Pier Repair • Public Safety Building Renovation • Fowlers Bluff/Treasure Camp Survey • Grant Environmental Assessments • Bird Creek Pavilion Survey	**4**	**7**	**6**
Active Permits Applications • Air Curtain Incinerator • Gulf Hammock Mine Expansion	**2**	**2**	**2**
RFQ/RFP's • General Engineering Services	**1**	**3**	**1**

Commissioners
Charlie Kennedy, Vice Chair, District 1
Rock Meeks, District 2
Desiree Mills, District 3
Tim Hodge, Chair, District 4
Johnny Hiers, District 5

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Department Highlights

Professional Engineering Services RFQ bid package completed and advertised.

FDEP permit obtained for the Air Curtain Incinerator.

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Levy County Quarterly Department Report

Department Information

Name of Department	**Facilities**
Name of Department Head	**Doug Partin**

Department Deliverables

Deliverable *(To be determined by the Department Head)*	**Second Quarter FY** (January-March 2026)	**Third Quarter FY** (April-June 2026)	**Fourth Quarter FY** (July-September 2026)
Completion of Major Projects			**15**
Infrastructure Completions			**3**
Comment:			**15 Completed Projects** **9 In-Progress Projects**

Department Highlights

COMPLETED

- Development Dept. – Covered Walkway Replaced
- Development Dept. – Building Gutters Installed
- Development Dept. – Main Office Flooring Replaced
- Development Dept. – Training and Testing Room Remodel (New Drywall and Lights, 2 AC Units, Ceiling Grid, New Doors and Paint)
- 8 AC Units Replaced in Government Building (Healthy Families, Cafeteria, Tax Collector, Human Resources, Cafeteria Bathrooms, Public Works, Property Appraiser)
- Landfill Mechanic Shop- Exterior Door and Frame Installed
- Williston and Chiefland EMS Stations – Flooring Replaced
- Cedar Key EMS Station – Back Deck and Stairs Replaced

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IN-PROGRESS

- EOC/911 New Building Project
- Development Dept. Water Drainage
- Courthouse Renovations
- Courthouse Parking Lot Lighting
- Courthouse Security System
- Road Dept. Admin Building- New Office
- DPS New Building Roof Replacement
- Landfill Mechanic Shop Barn Replacement
- Landfill Trash Building Rooftop Exhaust Fans

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Levy County Quarterly Department Report

Department Information

Name of Department	**Grants/Finance & Administration**
Name of Department Head	**Kari Bastow**

Department Deliverables

Deliverable *(To be determined by the Department Head)*	**Second Quarter FY** (January-March 2026)	**Third Quarter FY** (April-June 2026)	**Fourth Quarter FY** (July-September 2026)
Centralize Oversight and Advancement of Grant-Funded Projects	Stabilized and Advanced Over $8.5 Million in Grant-Funded Projects	Advanced Grant Agreements Through Legal Review, Board Approval, and Execution	-Advanced Grant Portfolio into Implementation and Executed Key Agreements -Continued Compliance Requirements for Executed Agreements.
Implementation and Administration of Housing Assistance Programs (SHIP & CDBG)	Strengthened Housing Program Oversight and Prepared for Program Launch	Advanced SHIP and CDBG Compliance and Program Administration	-Managed Housing Applications and Responded to State SHIP Audits -Funded 26 SHIP Applications
Development and Execution of a Strategic Grant Funding Pipeline	Submitted Targeted Grant Applications to Support Infrastructure and Environmental Priorities	Submitted and Advanced New Grant Applications for Public Safety and Infrastructure	Submitted Two Rural Infrastructure Grants (Over $8 Million) and Received Two Boating Improvement Awards
County Fiscal Year Budget			Served as Interim Director and Led the FY26-27 County Budget Process to Adoption
Comment:			

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Rock Meeks, District 2
Desiree Mills, District 3
Tim Hodge, Chair, District 4
Johnny Hiers, District 5

LEVY COUNTY

Department Highlights:

Fourth Quarter Accomplishments

1. Advanced Grant Portfolio into Implementation and Executed Key Agreements

Continued advancing the County's grant portfolio from planning into implementation by coordinating with state and federal agencies, consultants, and County departments to meet contractual milestones, compliance requirements, and project schedules. Executed key grant agreements and amendments, including the $1.5 million Florida Job Growth grant.

2. Managed Housing Applications and Responded to State SHIP Audits

Fielded housing-related questions from applicants, reviewed applicants for eligibility, and encumbered funding for qualified projects. Responded to State SHIP audits and worked with subcontractors to satisfy audit requirements, strengthening program accountability. Held the quarterly AHAC meeting to address the annual Incentive Strategy Requirements and to discuss the next steps in submitting the Annual Housing Report.

3. Submitted Two Rural Infrastructure Grants and Received Two Boating Improvement Awards

Submitted two Rural Infrastructure Grant applications totaling over $8 million. Received two Florida Boating Improvement Program awards for the planning and design of the Shell Mound and Fowler's Bluff boat ramps. Held a RESTORE Act meeting to determine which projects will advance to the submission stage and to review updated projects for proposal to the RESTORE Act Committee.

4. Served as Interim Director and Led the FY26-27 County Budget Process to Adoption

Served as Interim Director overseeing the County budget process beginning in mid-July, including public workshops presenting assessments, millage, and budget details to the Commissioners. The final budget was adopted on September 21, 2026. Assumed responsibility and oversight of Board-side financial transactions and began drafting policies to promote fiscal responsibility.

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Levy County Quarterly Department Report

Department Information

Name of Department	**Fleet Department**
Name of Department Head	**Jessie Robinson**

Department Deliverables

Deliverable *(To be determined by the Department Head)*	**Second Quarter FY** (January-March 2026)	**Third Quarter FY** (April-June 2026)	**Fourth Quarter FY** (July-September 2026)
GPS Deployment			**Verizon Connect Installation**
Fleet Analytics			**Fleet-Wide Fuel Data**
Service Summary			**Fleet Parts & Labor Cost**
Comment: **Jimmy Willis retired. We hired a new Parts Associate to fulfill Jimmy's role.**			

Department Highlights

- **GPS Deployment – Verizon Connect:** The County continues improving fleet accountability and operational efficiency through the implementation of GPS tracking technology. To date, 118 of 200 vehicle tracking units (59%) and 10 of 50 powered asset trackers (20%) have been installed. This technology will help the County monitor vehicle utilization, identify opportunities to reduce unnecessary fuel consumption, and make

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LEVY COUNTY

informed decisions about fleet replacement and resource allocation, ultimately improving the use of taxpayer dollars.

- **Fleet Operations and Fuel Usage:** During the quarter, County vehicles and equipment traveled **580,321 miles** and consumed approximately **84,000 gallons of fuel** across 237 vehicles and pieces of equipment. Despite rising fuel prices, the County continues to monitor fuel consumption and operating costs to identify potential efficiencies while maintaining essential services, including emergency response, road maintenance, and public transportation. Gasoline prices increased 18%, while diesel prices increased 47% during the quarter.

- **Fleet Maintenance:** The Fleet Maintenance Division supported County operations through vehicle and equipment maintenance and repairs, with approximately **$181,038 in parts and labor costs** during the quarter. Maintaining a reliable County fleet helps minimize service interruptions, extend the useful life of vehicles and equipment, and ensure departments have the resources necessary to deliver essential services to Levy County residents.

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Levy County Quarterly Department Report

Department Information

Name of Department	**Human Resources**
Name of Department Head	**Jacqueline Martin**

Department Deliverables

Deliverable *(To be determined by the Department Head)*	**Fourth Quarter FY** (July-September 2026)
Personnel Policies & Procedures	♦ HR 2026-1: Travel Procedures Approved ♦ HR 2026-2: County Issued Uniform Procedures- currently being revised with Clerk of Court recommendations ♦ HR 2026-3: Drug-Free Workplace & Alcohol Policy
Job Classifications and Job Descriptions Updates	♦ Completed an update of all County Job Descriptions and safety-sensitive criteria across all departments in support of new policy, HR 2026-3 Drug-Free Workplace & Alcohol Policy with review from legal counsel.
Open Enrollment	♦ Completed annual open enrollment in collaboration with the Clerk of Court payroll staff to complete benefits processing and system updates.
Personnel Benefits & Position Control Data	♦ Delivered FY 26-27 Personnel Benefits and Position Control budget data to the Finance & Administration office in support of the County's Adopted Budget Book.
Updated Pay Grade Plan	♦ Updated the pay grade plan to a simplified range-based system, eliminating the previous multi-step structure for cleaner compensation administration.
Leadership Training	♦ Initiated a mandatory, hybrid (in-person and remote) "HR Skills for Managers" training series covering critical leadership topics including performance coaching, documentation, records retention, discipline practices, diversity, sensitivity, and anti-harassment.
Interdepartmental Payroll & Compensation Adjustments	♦ Finalized all Cost-of-Living Adjustments (COLA) for BOCC staff and implemented updated pay rates for Public Safety personnel (Firefighters, Paramedics, and EMTs) shifting to the new 24/72 schedule, executed in close collaboration with the Clerk of Court payroll staff.
Strategic Staffing & Budget Stabilization	♦ Implemented a strategic hiring freeze across non-essential county positions. This action followed a comprehensive personnel budget evaluation designed to safeguard fiscal health. The freeze proactively aligns county expenditures with projected revenue impacts from Florida Property Tax Amendment 3 (CS/HJR 1F).

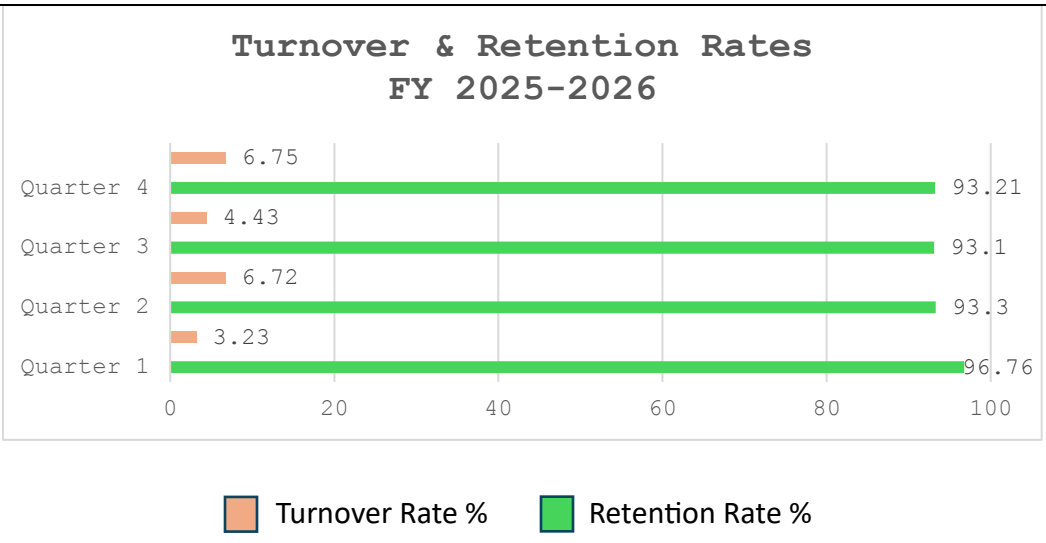
LEVY COUNTY

Upcoming Goals and Initiatives for FY 2026-2027, 1st Quarter:

- Partner with EmployU and CareerSource Citrus Levy Marion to provide employment resources for our local veterans at the upcoming Levy County Veterans Resource Fair on November 3, 2026**.** Work with CareerSource to expand Leadership, Development and Safety Training Resources.

- Transition to the Florida Association of Counties Trust (FACT) as the county's new property loss and casualty carrier. Key implementation steps include:
  1. Familiarizing HR staff with FACT-provided resources and risk-management tools.
  2. Updating internal Workers' Compensation reporting procedures and employee documentation to align with new carrier guidelines.

4th Quarter HR Performance Highlights July- September 2026	
Total New Hires	**23**
Total Terminations: -Retired (2), Resigned (6), Terminated (2) Position Reductions Due to Budgetary Constraints (2)	**18**
Total Promotions	**4**
Total Transfers	**0**
Turnover Rate	**6.75%**
Retention Rate	**93.21%**
Total Jobs Posted	**15**
Total Job Applications Processed	**132**
Total Personnel Action Forms (PAFs) Processed	**325**



QUARTERLY

LEVY BULLETIN



UF/IFAS LEVY COUNTY EXTENSION

625 NORTH HATHAWAY AVE
BRONSON, FL 32621
352-486-5131

From the Agent's Desk

Pamela Hughes, FCS

What has Family and Community Sciences been working on?

My first summer with UF/IFAS Extension was fun filled. I had the pleasure of hosting my first 4-H Summer Camp "Cooking with Confidence". The weeklong camp was filled with crafts, games, cooking, and everyone's favorite part, tasting! The kids practiced varied preparations and tested a wide range of recipes. We finished the week with boiled peanuts and ice-cold watermelon. I am already planning and looking forward to next year's camp.





Housing agents worked during the summer months to improve curriculum in the areas of Financial Basics and housing education. These improvements will help agents to improve the delivery of the First Time Home Buyer Course and will strengthen launch of the self-paced Financial Basics Course.

In the upcoming fall months Family and Consumer agents will focus on First Time Home Buyers classes and the launch of a new program on Foreclosure prevention. This course will offer valuable information for those who may be facing foreclosure.

Pamela

Pasture & Livestock Notebook

by Micah Gallagher

Completed:

The 2026 4-H agriculture summer camp was a success. The students were able to learn about sectors of the industry including timber, beef cattle, corn, watermelons, and forestry. Most students who love animals believe being a vet is the only job that allows people to work with animals on a daily basis. We decided to counteract that mindset by inviting different guest speakers to highlight their jobs and how they work with animals every day. Site visits are still ongoing and the seasonal shift to planting cool season forages is approaching quickly. The early season drought caused production issues for hay producers and the daily afternoon rain showers are causing timing issues with cutting the hay fields. We expect to see a shortage of hay availability and higher prices this fall due to the weather challenges in 2026.

In the Works:

Mark Warren and I are currently testing multiple herbicide treatments for sedge control in both Bermuda grass and Bahiagrass fields. I am also planning fall livestock programs and a Beef Quality Assurance (BQA) certification workshop in partnership with the Levy County Cattlemen's Association. Livestock programs coming up include topics on winter supplementation for beef cattle, nutritional requirements of ruminants in different life stages, equine nutrition, and a continued fall pasture series focusing on cool season forage options for North Florida. In addition to local programming, the North Florida Livestock Agents Group (NFLAG) is creating an online Canvas course for management of small ruminants which will be available for producers to access at any time.

Looking Forward to:

I am very excited to begin providing youth ethics and Beef Quality Assurance (BQA) classes. I plan to hold an ethics class this winter and a youth BQA class next spring. I am working with local Ag teachers to recruit youth for both programs. The Adopt A Cowboy program is starting up again with six teachers already registered. Within the next six months there are several great programs and events planned, check out the back page for upcoming dates.

Livestock, Forage, & Pasture Management Events Happening in Levy County

Stay Updated

Add your contact information to receive emails about our programs and additional resources

Scan the QR Code

Levy County 4-H Agri-Genius Camp

by Micah Gallagher

Mark Warren and I organized a 4-H summer camp that highlighted different sectors of production agriculture, technology, workforce readiness, and nature within our environment. During the four day camp we traveled to the UF/IFAS North FL Research & Education Center, Usher Land and Timber, The Levy County Forestry Station, and Lane Farms. The four days were filled with activities that covered water filtration for growing crops to handlers showing off their working animals that have unique jobs.



Students who attended were from various backgrounds and learned about farming practices for watermelons, corn, paper timber, and the importance of soil health. The group met with multiple working animals including a horse, two dogs, and an otter learning about different animal related careers. The students experienced a fun microscope activity and took their own soil samples like extension agents. Smokey Bear made a special appearance and showed the students around one of the local forestry stations. The producers and presenters enjoyed telling the students about what they do. Everyone was glad to engage with the next generation, in hopes they made a lasting impact. We plan to host an agriculture related summer camp annually so more students are introduced to the importance of the world around them.

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From the Agent's Desk

The 2026- 2027 4-H Year has officially kicked off! We are excited to see how our members will grow and all they accomplish this 4-H Year.

We held our annual 4-H open house on August 18th. Community 4-H Clubs shared information and resources as they welcomed potential new members.











Since enrollments opened at the beginning of August, we have been happy to welcome a total of **30** new and returning volunteers! We could not provide all of our programming without these amazing individuals!

National 4-H Week returns October 4 - October 10!

National 4-H Week brings together 6 million youth, 3,300+ Extension educators, 500,000 volunteers, and 35 million alumni to celebrate the incredible impact of 4-H and preparing young people to be Beyond Ready for life and career!

DAY 1

GO GREEN

Monday, Oct. 5

On Monday of National 4-H Week, Go GREEN and show your 4-H State spirit! A simple, cohesive way for youth, professionals, volunteers, alumni & supporters across the country to celebrate their 4-H programs being Beyond Ready. Let's paint the nation GREEN, on Monday, October 5!

DAY 2

THANKFUL THURSDAY

Thursday, Oct. 8

On Thursday of National 4-H Week, help us shine a light on all the mentors, educators, and volunteers who are making positive impact on you people's lives in 4-H. Share who you're thankful for and celebrate how they are making a difference on Thursday, October 8!

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CERTIFIED ARBORIST ISA

From the ROOTS Up

A human tossed a handful of words into Bing's creative compost pile... and voilà—this AI sprout popped up.

LEVY COUNTY FLORIDA OF AMERICA

by Barbara L. Edmonds, extension program assistant, master gardener coordinator and ISA arborist

PETALS & PATHWAYS: Growing connection, confidence & well-being through therapeutic horticulture

University of Florida research-based recommendations help strengthen local communities by connecting residents with practical education, resources, and solutions that improve quality of life. This July, a core group of Nature Coast Master Gardeners (NCMG) received therapeutic horticulture (TH) training. The training equipped NCMGs to assist residents during the four-week Petals & Pathways (P&P) program, whose goal is to:

CONNECT - Create meaningful social interaction and reduce feelings of isolation;

ENGAGE - Stimulate long-term recollection and cognition through purposeful, hands-on nature and plant-based activities;

and, EMPOWER - Build self-efficacy, confidence, creativity, and a sense of accomplishment.



WHO BENEFITS?

> Adults experiencing social isolation
> People diagnosed with dementia
> People living with dementia-like symptoms
> Caregivers
> TH assistants helping improve individual and family well-being and quality of life

Hands-on activities create opportunities for people with a wide range of physical and intellectual abilities to participate, connect, and feel they make a contribution.

WHAT PARTICIPANTS SHARED

"I enjoyed being with others [and] sharing."
"I really needed the peaceful vibe of the program."
I enjoyed the engagement opportunity, "utilizatin of senses, smell, touch, sight."

One caregiver appreciated having the opportunity to do an activity with her brother, rather than simply care for him, and valued the "motivation and support" provided by the program.

(continued facing page)



THE IMPACT GOES BEYOND ONE PROGRAM

Anita Howard, Haven Foundation Dementia Care Program Manager, shared, "Petals & Pathways brought joy to many in our community." She continued "we plan to use the tools provided and skills that we learned from Master Gardeners [TH assistants] to engage with our patients/caregivers in similar projects." TH is portable - meaning that activities may be easily carried or moved to patients/caregivers in their homes, assisted living facilities, skilled nursing facilities, and senior centers.



COMMUNITY PARTNERSHIPS

Haven Hospice staff, caregivers, and local nursing home staff participated alongside TH assistants. P&P expenses were supported by a generous community donation, fees from previous NCMG programs, and supplies donated by the Haven Foundation—stretching existing NCMG resources and strengthening community partnerships to meet this community need and improve resident's quality of life.

GROWING WHAT EXTENSION DOES BEST

Research-based education + trained volunteers + community partnerships = practical solutions for Levy County.

Petals & Pathways demonstrates how UF/IFAS Levy County Extension can identify a community need, leverage existing resources, train volunteers, build partnerships, and create meaningful opportunities for residents—all while being good stewards of taxpayer and community resources.

UF IFAS Extension UNIVERSITY of FLORIDA

FAMU FLORIDA A&M UNIVERSITY COOPERATIVE EXTENSION COLLEGE OF AGRICULTURE AND FOOD SCIENCES

FLORIDA PEANUT PRODUCERS ASSOCIATION

FLORIDA PEANUT FEDERATION

Peanut Butter Challenge

SPREAD THE WORD... PEANUT BUTTER *Fights Hunger!*

October 1 – November 20

Donate unopened jars of peanut butter at the UF/IFAS Extension office in your county. All peanut butter donations go to local food pantries to help feed families in need.

We thank the Florida Peanut Producers Association and Florida Peanut Federation for their continued support and contributions.

During the months of October and November, support Florida's peanut producers and people in need in your community by generously donating to the Peanut Butter Challenge.



Find the Peanut Butter Challenge drop-off location closest to you:

UF/IFAS Extension - Levy County
625 N Hathaway Avenue
Bronson, Florida 32621

Bronson Public Library
600 Gilbert Street
Bronson, FL 32621

Luther Calloway Public Library
104 NE 3rd Street
Chiefland, FL 32626

A.F. Knotts Public Library
11 56th Street
Yankeetown, FL 34498

Cedar Key Public Library
460 Second Street
Cedar Key, FL 32625

Williston Public Library
10 SE 1st Street
Williston, FL 32696

go.ufl.edu/PBC | #PBChallenge

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WHAT'S COMING UP

4-H

October

- National 4-H Week: Oct 5-9
- Annual Hay Bale Contest
- County Council: Oct 19

November

- County Council: Nov 16

December

- County Council: Dec 14
- Annual Holiday Bake-off: Dec 14

Master Gardener

October

- Herbal Infused Luffa Soap: Wednesdays, October 14 10:00 am.- 11:00 am. Levy County Extesion Office 625 N. Hathaway Ave., Bronson FL. 32621
- October 17 & 18 Cedar Key Seafood Festival
- November 7 Cedar Lakes, Woods & Garden Fall Festival
- November 21 & 22 Yankeetown Art, Craft & Seafood Festival

Livestock

- October 6th: Beef Cattle Winter Supplementio Program & Dinner
- October 15th : Levy County Cattlemen's Association Fall Membership Meeting
- October 20th: Fall Pasture Series
- October 22nd Levy County Farm Bureau Annual Dinner
- October 27th: Livestock and Forge Field Day
- November 14th: JFCA Youth BQA Dat at Usher
- December 11th: Levy County Cattlemen's Adult BQA

LEVY COUNTY EXTENSION FACULTY AND STAFF



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FLORIDA MASTER GARDENER VOLUNTEER

An Equal Opportunity Institution. UF/IFAS Extension, University of Florida, Institute of Food and Agricultural Sciences, Andra Johnson, Dean. Single copies of UF/IFAS Extension publications (excluding 4-H and youth publications) are available free to Florida residents from county UF/IFAS Extension offices.

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PO Box 310, Bronson, Florida, 32621
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Levy County Quarterly Department Report

Department Information

Name of Department	**Library Services**
Name of Department Head	**Connie Conley**

Department Deliverables

Deliverable *(To be determined by the Department Head)*	**Second Quarter FY** (January-March 2026)	**Third Quarter FY** (April-June 2026)	**Fourth Quarter FY** (July-September 2026)
Comment:			

Department Highlights

Commissioners
Charlie Kennedy, District 1
Rock Meeks, District 2
Desiree Mills, Chair, District 3
Tim Hodge, Vice Chair, District 4
Johnny Hiers, District 5

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A.F. Knott Public Library (Yankeetown)			
	July	**August**	**September**
Number of patrons using library facility	278	328	230
Patrons using PAC (Public access computers)/	31 PATRONS/ 31 HOURS	35 PATRONS/ 35 HOURS	60 PATRONS/ 28 HOURS
Number of traditional reference questions	36	30	27
Number of patrons receiving technology instruction (1 on 1 Help by staff)	12	21	9

Bronson Public Library			
	July	**August**	**September**
Number of patrons using library facility	998	838	1085
Patrons using PAC (Public access computers)/ hours of usage	191 PATRONS/ 382 HOURS	368 PATRONS/ 184 HOURS	210 PATRONS/ 420 HOURS
Number of traditional reference questions	72	65	87
Number of patrons receiving technology instruction (1 on 1 Help by staff)	30	25	50

Cedar Key Public Library			
	July	**August**	**September**
Number of patrons using library facility	752	628	660
Patrons using PAC (Public access computers)	16 PATRONS/ 13 HOURS	23 PATRONS/ 20.05 HOURS	8 PATRONS/ 1.4 HOURS
Number of traditional reference questions	6	45	69
Number of patrons receiving technology instruction (1 on 1 Help by staff)	4	27	130

Luther Callaway Public Library			
	July	**August**	**September**
Number of patrons using library facility	1084	1039	1096
Patrons using PAC (Public access computers)	214 USERS/ 428 HOURS	241 USERS/ 482 HOURS	215 USER/ 430 HOURS
Number of traditional reference questions	83	88	112
Number of patrons receiving technology instruction (1 on 1 Help by staff)	52	35	35

Williston Public Library			
	July	**August**	**September**
Number of patrons using library facility	826	835	848
Patrons using PAC (Public access computers)	105 USERS/ 52.5 HOURS	130 USERS/ 49.5 HOURS	130 USERS/ 65 HOURS
Number of traditional reference questions	48	69	50
Number of patrons receiving technology instruction (1 on 1 Help by staff)	8	14	7

LEVY COUNTY

During this quarter, the Levy County Public Library System continued to provide meaningful programs, services, and resources to residents throughout the community.

The library system successfully hosted 72 programs serving patrons of all ages and interests. Programs included book clubs, trivia events, story times, author events, and a variety of educational and community-centered activities. During the quarter, we also completed our summer programming season and transitioned into offering monthly program calendars**.**

Staff development remained an important priority this quarter. All staff members continue to complete weekly trainings provided by NEFLIN. These trainings help ensure that staff are prepared to provide knowledgeable, welcoming, and consistent service to our patrons.

The library system also welcomed 253 new patrons who registered for a library card during the quarter, allowing more community members to access our collections, programs, technology, and other library services.

Through the continued efforts of our staff, we remain committed to expanding access to library services and creating positive experiences for patrons throughout Levy County.

Levy County Board of County Commissioners
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310 School Street, Bronson, Florida, 32621
Phone: 352.486.5218

Levy County Quarterly Department Report

Department Information

Name of Department	**Public Safety**
Name of Department Head	**Mitch Harrell**

Department Deliverables

Deliverable *(To be determined by the Department Head)*	**Second Quarter FY** (January-March 2026)	**Third Quarter FY** (April-June 2026)	**Fourth Quarter FY** (July-September 2026)
Calls for Service	**2,422**	**2,329**	**2,488**
EMS Transports	**1,612**	**1,537**	**1,679**
Average Response Time	**11m:03s**	**10m:51s**	**12m:27s**
Comment:	**2,103 EMS calls, 319 fire calls.**	**1,963 EMS calls, 366 fire calls.**	**2,167 EMS calls, 321 fire calls.**

Department Highlights

During the fourth quarter;

The communications team migrated all non-public safety county government users to the P25 system via handheld radios and completed 90% of the non-public safety mobile radio installs. The 30-day burn-in period, where we assess the system's reliability and functionality before final acceptance, began the second week of August. Interoperability keys have been developed and are being issued to the surrounding counties and state users to assess our system.

Looking ahead to the next quarter, as we prepare for final system acceptance, all radio installs should be completed as well as surrounding county interoperability programing.

Commissioners
Charlie Kennedy, District 1
Rock Meeks, District 2
Desiree Mills, Chair, District 3
Tim Hodge, Vice Chair, District 4
Johnny Hiers, District 5

LEVY COUNTY

The Community Paramedicine (CPM) Program continues to reflect success in improving patient outcomes while reducing unnecessary utilization of emergency medical services. Thanks to the continued efforts of Grants and Finance Manager Kari Bastow, this program remains fully funded through external sources (Opioid Settlement Funds and Grants) resulting in no direct impact to county funds. The program began the quarter with fifteen (15) participants enrolled in the program and expanded to twenty-five (25) by the end of September. The program continues to show success and positive community outcomes by reducing repeat EMS calls for service and connecting individuals with appropriate community resources and support services.

Reports from the billing team indicate encouraging net collection rates based on date of service (as of 10/07/2026):

02/2026	75%
03/2026	75%
04/2026	68%
05/2026	71%
06/2026	70%
07/2026	67%
08/2026	57%
09/2026	19%

*September collections remain in the early stages of the billing cycle and are expected to increase as claims continue to be processed and payments received.

On September 19, 2026, the Department implemented a 24/72 work schedule for field operations personnel, making Levy County one of the first agencies in the area to implement the schedule following the State's recommendation. This transition represents a significant operational improvement designed to support workforce sustainability, employee wellness, and continued readiness to meet the demands of providing fire and emergency medical services throughout Levy County.

The transition to the 24/72 schedule was accomplished while maintaining full staffing across all operational units. This is a significant accomplishment and demonstrates our continued commitment to maintaining adequate personnel levels while implementing a substantial change to its workforce structure. Maintaining fully staffed units ensures that residents and visitors of Levy County continue to receive reliable emergency response coverage without compromising operational readiness.

As part of the transition, the Department also expanded its on-duty command structure by adding a second Battalion Chief on each shift. This additional supervisory position provides a more effective division and accountability of areas of responsibility, a more balanced span of control, strengthens incident management capabilities, and provides greater command-level support to field personnel throughout the shift. The expanded structure allows Battalion Chiefs

LEVY COUNTY

to have more effective geographic coverage and more effectively manage multiple simultaneous incidents, provide oversight to field operations, and support crews during complex or extended-duration events.

These changes are intended to strengthen workforce sustainability while ensuring the Department remains positioned to provide safe, efficient, and dependable emergency services as call volume, response distances, and operational demands continue to evolve.

The Department continues its ongoing system-wide review of Fire and EMS service delivery to evaluate operational data and performance metrics to support evidence-based planning and future budget and department development. This includes reviewing deployment models, response performance, resource allocation, staffing, and future service demands to identify opportunities for increased operational efficiency, enhanced service delivery, and responsible stewardship of taxpayer resources.

Levy County Board of County Commissioners
PO Box 310, Bronson, Florida, 32621
310 School Street, Bronson, Florida, 32621
Phone: 352.486.5218

Levy County Quarterly Department Report

Department Information

Name of Department	**Public Works**
Name of Department Head	**Matt Weldon**

Department Deliverables

Deliverable *(To be determined by the Department Head)*	**Second Quarter FY** (January-March 2026)	**Third Quarter FY** (April-June 2026)	**Fourth Quarter FY** (July-September 2026)
			Completed 225 maintenance repair requests
Comment:			

Department Highlights

<u>Maintenance</u>:

Installed 9 new HVAC units

Ran new electrical wiring for the Development Departments Conference Training Room.

Built new podiums for the BoCC Meeting Room

Commissioners
Charlie Kennedy, Vice Chair, District 1
Rock Meeks, District 2
Desiree Mills, District 3
Tim Hodge, Chair, District 4
Johnny Hiers, District 5

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Levy County Quarterly Department Report

Department Information

Name of Department	**Public Works**
Name of Department Head	**Matt Weldon**

Department Deliverables

Deliverable *(To be determined by the Department Head)*	**Second Quarter FY** (January-March 2026)	**Third Quarter FY** (April-June 2026)	**Fourth Quarter FY** (July-September 2026)
			Read Meters for University Oaks & Manatee/mailed out bills
Comment:			

Department Highlights

<u>Water Utilities:</u>

Passed State Tank Inspections @ University Oaks

Continued work @ University Oaks installing new Water Lines and Meters

Commissioners
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Levy County Quarterly Department Report

Department Information

Name of Department	**Public Works**
Name of Department Head	**Matt Weldon**

Department Deliverables

Deliverable *(To be determined by the Department Head)*	**Second Quarter FY** (January-March 2026)	**Third Quarter FY** (April-June 2026)	**Fourth Quarter FY** (July-September 2026)
			Completed FY26/27 Annual Certified Mosquito Control Budget
Comment:			

Department Highlights

<u>Mosquito Control</u>

Treated 27,732.188 Acres for Mosquito Control

Treated 32 Tire Sites

Conducted 3 Home Inspections

Commissioners
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Levy County Quarterly Department Report

Department Information

Name of Department	**Public Works**
Name of Department Head	**Matt Weldon**

Department Deliverables

Deliverable *(To be determined by the Department Head)*	**Second Quarter FY** (January-March 2026)	**Third Quarter FY** (April-June 2026)	**Fourth Quarter FY** (July-September 2026)
			Completed Swim Season for Blue Springs & Henry Beck Parks 9-18-26
Comment:			

Department Highlights

<u>Parks & Recreation</u>

Manned Devil's Hammock Check Station for Bow Hunting Season beginning 9-19-26

Shell Mound Dredging Project still ongoing

Permits obtained for Bird Creek Pavilion replacements

Obtained Grants for Fowler's Bluff and Shell Mound renovation projects in conjunction with Kari Bastow, Grants Manager

Commissioners
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Desiree Mills, District 3
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Levy County Quarterly Department Report

Department Information

Name of Department	**Transit**
Name of Department Head	**Connie Conley**

Department Deliverables

Deliverable *(To be determined by the Department Head)*	**Second Quarter FY** (January-March 2026)	**Third Quarter FY** (April-June 2026)	**Fourth Quarter FY** (July-September 2026)
New Ridership Applications	**17**	**26**	**38**
Total Trips	**3,459**	**3,572**	**3,636**
Total Miles	**68,381**	**85,845**	**89,488**
Comment: **Trips are increasing. I have the hardest working employees and I am proud of each and every one of them.**			

Department Highlights

- Hired 2 new drivers to fill vacant positions
- Participated at the Disaster Preparedness Resource Expo
- Completed the Annual Operating Report
- Received RCAP grant agreement award in the amount of $170,204 for a bus replacement.
- Received Notice of Grant Award for 5311 Operating Assistance in the amount of $699,034 with the reimbursement of $349,517.
- Received a Grant Award Letter for 5311 Operating Assistance in the amount of $1,002,301 with the reimbursement of $501,150.50.
- Shop addition & paving grant projects – Waiting on the RFQ process to be complete for engineering companies.

Commissioners
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Desiree Mills, District 3
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Levy County Quarterly Department Report

Department Information

Name of Department	**Levy County Road Department**
Name of Department Head	**Don Clifton**

Department Deliverables

Deliverable *(To be determined by the Department Head)*	**Fourth Quarter FY** (July-September 2026)
OpenGov Asset Management system	The OpenGov Asset Management system is live. The updated system improves asset reporting and allows staff to enter services in the field as tasks are completed.
Continue the culture change of the Road Department's operations	Staff have been receptive to the changes and continue to strive to provide better service to meet the public's needs. Staff have started attending quarterly group meetings to discuss ideas and suggestions for a more efficient work environment.
Full implementation of new equipment within the Road Department	The new equipment has given staff a significant operational advantage. Staff are better equipped to work more safely in the field, and scheduled routes are improving.
Comment:	Developing our staff from within remains our most important priority, strengthening teamwork, encouraging ideas, and supporting professional growth. Staff's willingness to embrace change, participate in quarterly meetings, and use new equipment continues to improve safety, efficiency, and service to the public. Success is not a finish line, it is the continuous daily effort to improve and consistently provide professional service to the County.

Commissioners
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Rock Meeks, District 2
Desiree Mills, District 3
Tim Hodge, Chair, District 4
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LEVY COUNTY

Department Highlights:

- Completion of Bird Creek Boat Ramp repaving project.
- Completion of CR330 Grant Project.
- Blasting Gulf Hammock Rock Pit
- Selection of additional laydown yards for additional material staging.
- FDOT TTC/MOT training has been completed for all staff within operations.

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Levy County Quarterly Department Report

Department Information

Name of Department	Tourism
Name of Department Head	Catrina Sistrunk

Department Deliverables

Deliverable *(To be determined by the Department Head)*	Second Quarter FY (January-March 2026)	Third Quarter FY (April-June 2026)	Fourth Quarter FY (July-September 2026)
Promotions in Print, Digital & Social Media, and Tourism Website	Print Ads Published • Camp Florida RV Park & Campground Directory • American Road Spring • Fishing Lowdown Jan., Feb., & March • The Hidden Coast Jan., Feb., & March • Visit Florida Travel Guide Business Listing, 1/6 pg. ad and 1/3 pg. ad • Levy Citizen Winter FYI • Hidden/Nature Coast Business Directory • Taste of the South Small Town Issue • Hardisonink	Print Ads Published • Good Sam Ad and Advertorial • Levy County Spring FYI • American Road Spring • Hidden Coast Restaurant Guide • The Hidden Coast, Apr., May and June • The Fishing Lowdown Apr., May and June • USA Today's Go Escape Summer • Florida Saltwater Fishing Regulations • Escape to the Southeast • Hardisonink	Print Ads Published • Travel Taste & Tour Summer • The Hidden Coast-July, Aug. & Sept. • Fishing Lowdown-July, Aug. & Sept. • The Last of Old FL Vacation Rentals of the Hidden Coast Counties • Florida Saltwater Recreational Fishing Regulations • American Road Summer • Undiscovered Florida • Hardisonink Brochures • Chiefland Watermelon Trail Postcard

Charlie Kennedy, Vice Chair, District 1
Rock Meeks, District 2
Desiree Mills, District 3
Tim Hodge, Chair, District 4
Johnny Hiers, District 5

LEVY COUNTY

	*Multiple Print Ads Submitted-will report when published
	Brochures
	• North Florida Trails
	• Things to Do in Levy County
	• Big Bend Shellfish Trail Brochure Update & Reprint (with UF/IFAS)
	
	Digital Ads
	• "Time Slows Down" Cedar Key Digital Marketing Campaign with Cedar Key Welcome Center
	• Visit Florida Video Co-op Program
	
	Social Media Ads
	• Weekly posts with Meridian Pursuit
	• Taste of the South Instagram
	• Sarah Phinney Social Media Storyteller Campaign*see report
	  ○ Cedar Key Dining Highlight
	  ○ Black Prong
	  ○ Williston Itinerary
	  ○ Levy County Adventures You Can't Miss
	  ○ Places You Need to Eat in Levy County
	  ○ Most Beautiful Places in Levy County
	Tourism Website
	Monthly Newsletter
		Brochures
		• Whimsical Map
		• Things to Do in Levy County
		
		Digital Ads
		• "Time Slows Down" Cedar Key Digital Marketing Campaign with Cedar Key Welcome Center
		
		Social Media
		• Weekly posts with Meridian Pursuit
		
		Tourism Website
		Monthly Newsletter & Independence Day Newsletter
		
		Additional PR (Free):
		• Devil's Den in Washington Post's "Craving an Outdoor Adventure? Florida Has 26 Surprises in Store"
		• Devil's Den in Smithsonian's "Get Inspired With These Eight Lesser-Known Florida Outdoor Destinations"
		• Cedar Key in Southern Living's "This Quiet Florida Island Serves Some of the Freshest Seafood in the State"
			• Chiefland Watermelon Trail Rack Card
			• Cedar Key Clam Trail Rack Card
			
			Social Media
			• Weekly posts with Meridian Pursuit
			
			Tourism Website
			
			Monthly Newsletter
			
			Additional PR (Free):
			• Sarah's Outdoor Adventures Social Media Posts "How to have the best day on Cedar Key", "Four of Florida's oldest hotels", "4 underrated towns in Florida", and "5 Old Florida restaurants you need to visit"

LEVY COUNTY

		• TV20 Watermelon Trail Highlight	
Tourism Event Sponsorships	• Levy County Historical Society (Radio ads) • Manatee Springs State Park Trail Run • Premier Events • Wild Hog Canoe Race • Chiefland Watermelon Festival • Chiefland Tour de Melon • Cedar Key Arts Festival ($ and Promo items) • Cedar Key Tiki Fest • Cedar Key Independence Day-Fireworks & Sandcastle • Cedar Lakes Woods and Gardens Spring Festival • Williston Independence Day Fireworks • Rural Counties Day Booth (with Brooks Dockside Seafood & Driftwood Bar & Grill)	• Promotional Items for Cedar Key Arts Festival delivered to the CK Chamber • I Love Cedar Key • Letter of Support to Vista Camp in the Lower Suwannee National Wildlife Refuge	• Living Cedar Key Golf Cart Tours • Blackwater Fishing Tournament • The Big Squeeze Music Festival radio ads • Williston Peanut Festival • Purple Pinky Run • Cedar Key Seafood radio ads (Sept.) • Withlacoochee Gulf Preserve TV20 ads • Levy County Historical Society Pioneer Day • Cedar Key Pirate Festival
Agritourism Trail, Municipality Grants, County Park Projects and Chamber Brochure Assistance	• Cedar Key Clam Trail Extension • Chiefland Watermelon Trail • Williston Peanut Trail • Big Bend Shellfish Trail Education Panel Replacement Due to Hurricane Damage (with UF/IFAS) • Bronson Municipality Grant-Independence Day Event	• Chiefland Watermelon Trail- 6 watermelons are painted and being placed in their locations. Official ribbon-cutting coming soon! • Cedar Key Clam Trail 5 additional clams delivered and are being painted now.	• Chiefland Watermelon Trail unveiling at the Aug. 24th Chiefland City Commission Meeting with Watermelon Queens/Royalty/Artists • Cedar Key Clam Trail unveiling soon • Williston Peanuts shipping soon • Yankeetown Municipality Grant-park benches

LEVY COUNTY

	• Chiefland Municipality Grant-Park Benches • Withlacoochee Gulf Preserve Grant • County Park Kiosks (with County Parks & Rec) • Blue Spring County Park Playground Equipment (with County Parks & Rec) • City of Williston Brochure • Cedar Key Trestle Kayak Trail with Florida Paddling Trails Assoc.	• Williston Peanut Trail-6 peanuts are in production • Blue Spring County Park playground equipment installed • County Park Kiosks installed • Cedar Key Trestle Kayak Trail approved by Florida Fish and Wildlife Conservation Commission and waiting for post/marker installation • Cedar Key Municipality Grant-Beautification Project • Inglis Municipality Grant-4th of July	
Comment:	• Attend Visit Natural North Florida Meetings January & March • Attend Cedar Key Chamber Business Afterhours Event	• Attend VNNF Meeting April • Attend Southeast Tourism Society's Marketing College at Mercer • Attend Destinations Florida Marketing Summit	• Hosted VNNF July Meeting • Attended VNNF Sept. Meeting in Dixie Cty. • Attended Chiefland City Commission Meeting on Aug. 24th • Attended Florida Governors Conference on Tourism • Tourist Development Council Meeting Sept. • Levy County Economic Development Meeting Sept.

LEVY COUNTY

Department Highlights

1. **Year to Date Revenue Report**
2. **Advertisements, Brochures and Newsletters**

Levy County Tourist Development Tax Revenue

	2010	2011	2012	2013	2014	2015	2016	2017	2018
Total	$ 152,766.56	$ 151,014.85	$ 159,840.90	$ 170,648.14	$ 171,836.18	$190,781.82	$ 217,023.50	$ 212,389.90	$ 234,022.40

	2019	*2020	2021	2022	2023	2024	2025	2026
Oct	$ 15,245.75	$ 17,486.35	$ 42,821.90	$ 52,263.67	$ 62,104.78	$ 42,488.94	$ 28,674.78	$ 43,804.29
Nov	$ 14,876.21	$ 20,324.65	$ 40,514.84	$ 49,373.87	$ 53,078.37	$ 43,644.16	$ 33,002.16	$ 43,213.76
Dec	$ 16,579.55	$ 21,771.12	$ 43,428.12	$ 58,880.67	$ 51,579.32	$ 45,944.39	$ 37,472.91	$ 46,495.74
Jan	$ 15,874.70	$ 47,638.75	$ 49,159.16	$ 62,910.82	$ 66,753.73	$ 57,582.41	$ 44,236.89	$ 50,140.83
Feb	$ 20,336.08	$ 58,310.91	$ 52,205.66	$ 77,917.31	$ 74,231.83	$ 83,441.83	$ 58,415.01	$ 63,579.20
Mar	$ 25,322.37	$ 43,123.90	$ 81,195.92	$ 86,333.55	$ 100,765.25	$ 79,973.52	$ 66,182.19	$ 74,316.31
Apr	$ 32,128.50	$ 14,316.59	$ 62,362.87	$ 72,779.96	$ 78,448.85	$ 73,117.37	$ 53,294.98	$ 57,227.78
May	$ 22,134.12	$ 33,535.20	$ 65,778.20	$ 62,536.03	$ 65,701.12	$ 60,966.98	$ 50,907.47	$ 59,115.99
June	$ 21,674.41	$ 53,567.77	$ 67,726.06	$ 66,173.81	$ 63,889.13	$ 60,463.03	$ 47,826.06	$ 56,218.55
July	$ 19,503.77	$ 52,454.64	$ 62,690.81	$ 68,127.67	$ 65,943.70	$ 52,875.31	$ 45,797.93	$ 51,562.75
Aug	$ 20,115.05	$ 45,010.87	$ 40,370.64	$ 46,994.75	$ 43,772.19	$ 42,413.23	$ 39,244.40	
Sept	$ 29,917.74	$ 40,953.83	$ 45,226.10	$ 42,193.19	$ 30,760.25	$ 28,035.16	$ 34,035.47	
Total	$ 253,708.25	$ 448,494.58	$ 653,480.28	$ 746,485.30	$ 757,028.52	$ 670,946.33	$ 539,090.25	$ 545,675.20
Budget	$ 235,000.00	$ 235,000.00	$ 460,000.00	$ 598,000.00	$ 598,000.00	$ 600,000.00	$705,000.00	$ 550,000.00

*Covid-19
*Inc Bed Tax from 2% to 4% January 2020

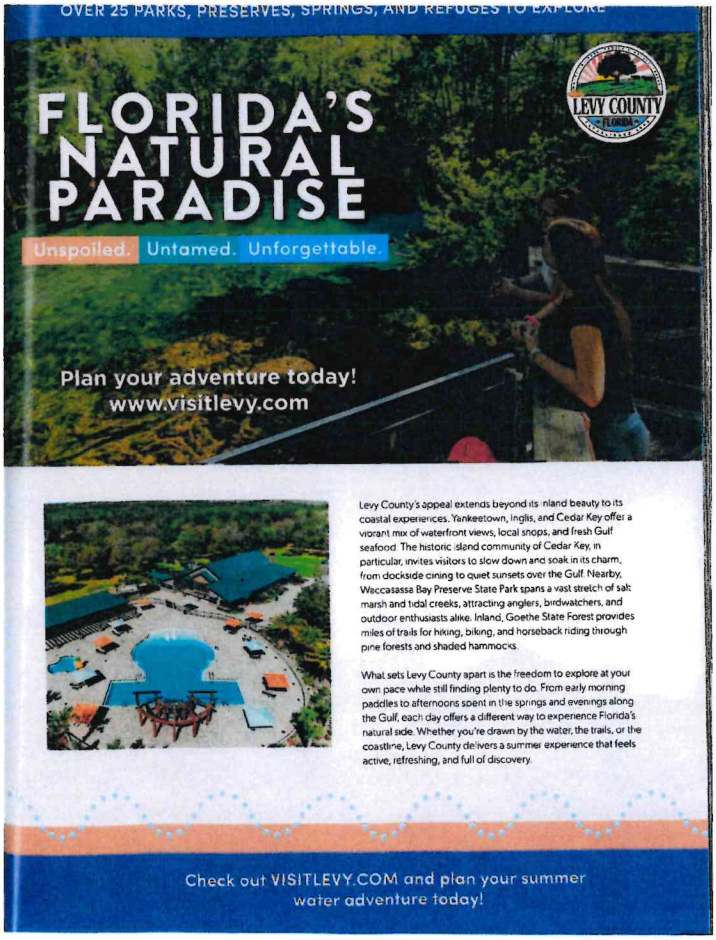
Hurricane Ian September 2022
Hurricane Idalia August 2023
Hurricane Debby August 2024
Hurricane Helene September 2024
Hurricane Milton October 2024

9/24/2026

	October - July
2019	$ 203,675.46
2020	$ 362,529.88
2021	$ 567,883.54
2022	$ 657,297.36
2023	$ 682,496.08
2024	$ 600,497.94
2025	$ 465,810.38
2026	$ 545,675.20

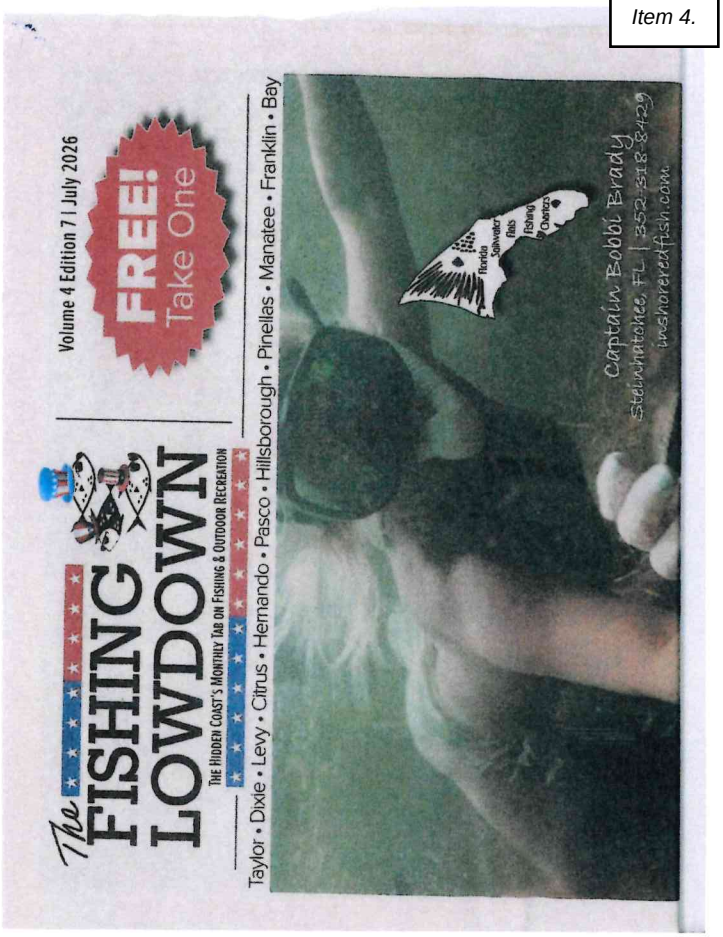

SUMMER 2026
Travel
TASTE + TOUR
AMERICAN MOUNTAIN TOWNS
ROUTE 66
THE MOTHER ROAD Turns 100
VACATIONS FOR THE HISTORY BUFF
TO THE BEACH & BEYOND
SUMMER WATER ADVENTURES
SUMMER CAMPING & OUTDOOR ESCAPES


- Levy County, FL -
Tucked along Florida's unspoiled Nature Coast, Levy County offers a refreshing alternative to the state's more crowded destinations. Here, wide open landscapes and natural beauty take center stage. With more than 25 parks, preserves, springs, and refuges to explore, it's a place where wildlife outnumbers people and every outing leads to something new.
Summer in Levy County is all about the water, and few experiences rival a dip in the cool, crystal-clear springs that dot the area. At Manatee Springs State Park and Fanning Springs State Park, visitors can swim, snorkel, or float in aquamarine waters that stay refreshingly cool even on the hottest days.
DIVE INTO SUMMER
LEVY COUNTY'S ULTIMATE WATER ESCAPE
These natural springs offer the perfect way to recharge while enjoying one of Florida's most iconic landscapes. Picnic areas, boardwalks, and shaded gathering spots make it easy to turn a quick stop into a full day of exploration.
For those looking to stay active, the Suwannee River provides the perfect setting for kayaking and paddleboarding. Winding through cypress-lined banks and quiet backwaters, the river reveals a side of Florida that feels wild and untouched. On land, the Nature Coast State Trail invites cyclists and walkers to cover miles of scenic terrain, where shaded stretches and open vistas create an ideal backdrop for a ride or hike. Along the way, it's common to spot birds, turtles, and other native wildlife.

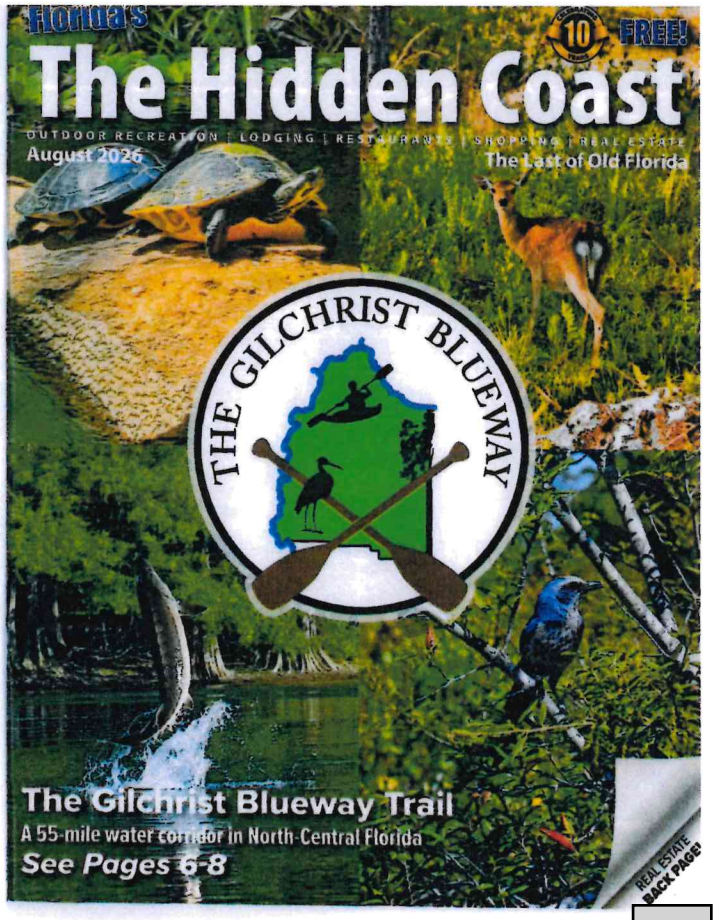

OVER 25 PARKS, PRESERVES, SPRINGS, AND REFUGES TO EXPLORE
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Levy County's appeal extends beyond its inland beauty to its coastal experiences. Yankeetown, Inglis, and Cedar Key offer a vibrant mix of waterfront views, local shops, and fresh Gulf seafood. The historic island community of Cedar Key, in particular, invites visitors to slow down and soak in its charm, from dockside dining to quiet sunsets over the Gulf. Nearby, Waccasassa Bay Preserve State Park spans a vast stretch of salt marsh and tidal creeks, attracting anglers, birdwatchers, and outdoor enthusiasts alike. Inland, Goethe State Forest provides miles of trails for hiking, biking, and horseback riding through pine forests and shaded hammocks.
What sets Levy County apart is the freedom to explore at your own pace while still finding plenty to do. From early morning paddles to afternoons spent in the springs and evenings along the Gulf, each day offers a different way to experience Florida's natural side. Whether you're drawn by the water, the trails, or the coastline, Levy County delivers a summer experience that feels active, refreshing, and full of discovery.
Check out VISITLEVY.COM and plan your summer water adventure today!


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The Hidden Coast
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July 2026
The Last of Old Florida
July on The Hidden Coast Brings Us
Fireworks and Scallops!
The How-Tos & Whatnots of Scalloping Pages 6-9!
REAL ESTATE BACK PAGE!


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The Hidden Coast's Monthly Tab on Fishing & Outdoor Recreation
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SUMMER IS HERE!
A PERFECT TIME TO TRY THE NEW CLASSIFIED PAGES IN THE FISHING
WE CONTINUE TO GROW! SEE PAGE 4
The FISHING LOWDOWN
FISHING LINES


Florida's
10 FREE!
The Hidden Coast
OUTDOOR RECREATION | LODGING | RESTAURANTS | SHOPPING | REAL ESTATE
August 2026
The Last of Old Florida
THE GILCHRIST BLUEWAY
The Gilchrist Blueway Trail
A 55-mile water corridor in North-Central Florida
See Pages 6-8
REAL ESTATE BACK PAGE!


Sunset in Yankeetown
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1842 Daily Grind, Cedar Key
Chiefland Golf & Country Club
Homestead Park, Williston
Withlacoochee Gulf Preserve
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The Hidden Coast's Monthly Tab on Fishing & Outdoor Recreation
Taylor • Dixie • Levy • Citrus • Wakulla • Pasco • Hillsborough • Pinellas • Manatee • Franklin • Bay
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FISHING CHARTERS
352-284-5514
CAPTAIN BRENT


with jigheads are the main option with all floating grass right now. With the high temps be sure to fish early.
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8 • The Fishing Lowdown

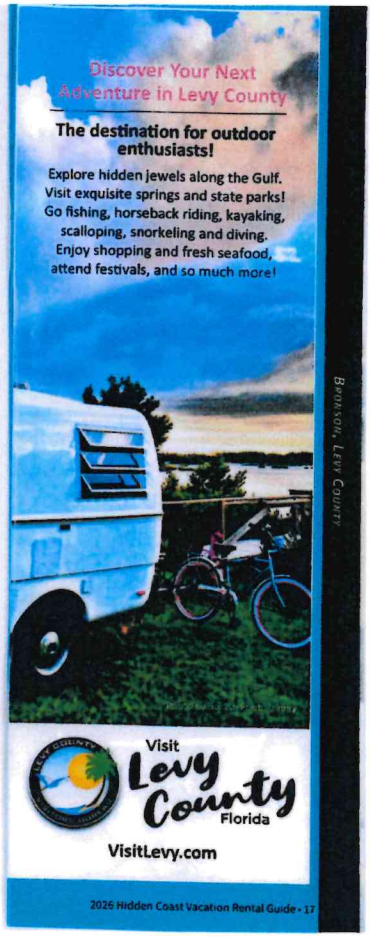

Florida's
The Hidden Coast
10 FREE!
OUTDOOR RECREATION | LODGING | RESTAURANTS | SHOPPING | REAL ESTATE
September 2026
The Last of Old Florida
Peanuts Galore!
37th Central Florida Peanut Festival
Saturday, Oct. 3 | 9 a.m. - 3 p.m.
Heritage Park, Downtown Williston
See Pages 6-7


1927 Steakhouse
Fine Dining & Full Bar
Thursday-Friday-Saturday 5pm-9pm
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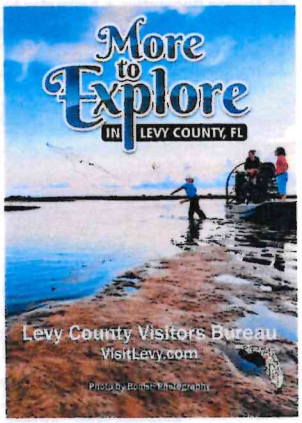

approaches, they'll start showing up around sandy bottoms, channels and ambush points. Soft plastics, rigged weedless, worked slow along the bottom. Almost time to trade your snorkel for a fishing rod.
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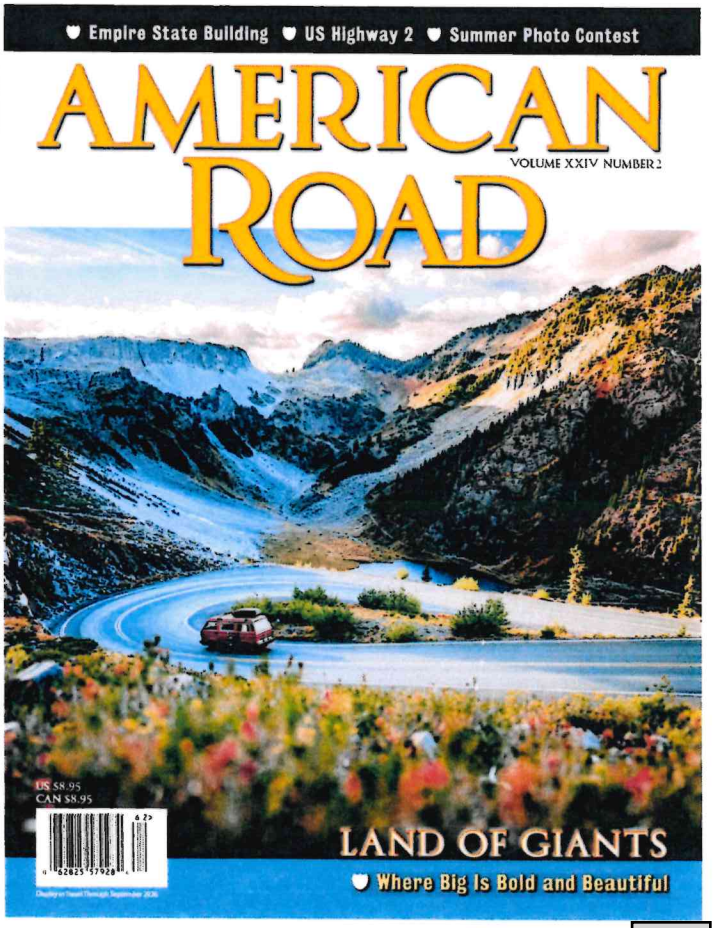


BOAT-ED

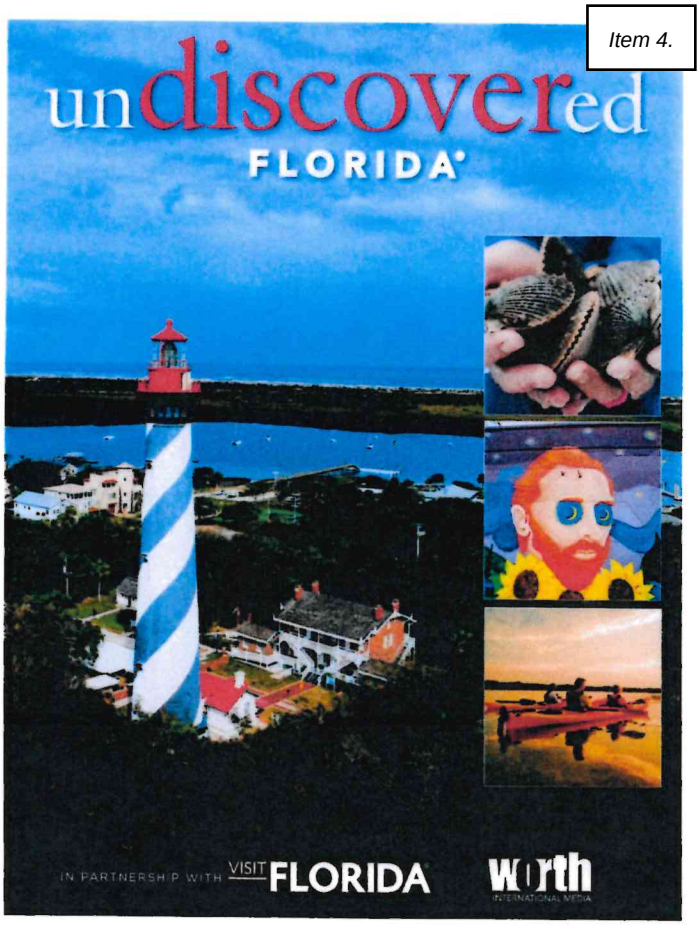
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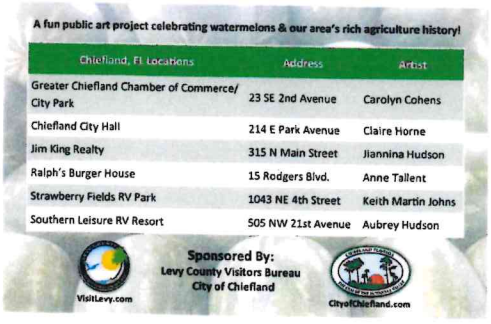



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FLORIDA


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WATERMELON TRAIL
• VISIT SHOPS & RESTAURANTS
• LEARN ABOUT LOCAL AGRICULTURE
• EXPLORE NATURAL AREAS


A fun public art project celebrating watermelons & our area's rich agriculture history!
Chiefland, FL Locations | Address | Artist
Greater Chiefland Chamber of Commerce/ City Park | 23 SE 2nd Avenue | Carolyn Cohens
Chiefland City Hall | 214 E Park Avenue | Claire Horne
Jim King Realty | 315 N Main Street | Jiannina Hudson
Ralph's Burger House | 15 Rodgers Blvd. | Anne Tallent
Strawberry Fields RV Park | 1043 NE 4th Street | Keith Martin Johns
Southern Leisure RV Resort | 505 NW 21st Avenue | Aubrey Hudson
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City of Chiefland
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CityofChiefland.com


Chiefland
WATERMELON TRAIL
Visit local parks, restaurants, and shops
Chiefland has deep agricultural roots and is known as the Watermelon Capital of the region.
Chiefland City Hall
214 E Park Avenue
Artist: Claire Horne
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City of Chiefland
Levy County Visitors Bureau
Southern Leisure RV Resort
505 NW 21 Avenue
Artist: Aubrey Hudson
Strawberry Fields for RV'ers
1043 NE 4th Street
Artist: Keith Martin Johns
Ralph's Burgers
15 Rodgers Blvd.
Artist: Anne Tallent
Jim King Realty
315 N Main Street
Artist: Jiannina Hudson
Chiefland Chamber of Commerce
23 SE 2 Avenue
Artist: Carolyn Cohens


Clam farming in Cedar Key provides jobs, environmentally beneficial ecosystem services, and healthy, nutritious and locally produced seafood.
CLAM SCULPTURE TRAIL
Explore natural areas
Learn about local shellfish
Visit shops and restaurants
Stay for the sunset
Take home fresh clams!
Shellfish aquaculture is a relatively new seafood industry in Cedar Key. During the 1990s, a transition to clam farming as an alternative employment opportunity for fishermen was facilitated through retraining programs. Today, about 150 growers harvest over 100 million clams annually on submerged land leases in the Gulf, producing 90% of the state's crop.
Learn more about Florida shellfish:
Big Bend Shellfish Trail
floridashellfishtrail.org
Shellfish Aquaculture Resources
shellfish.ifas.ufl.edu
FL Dept. Agriculture and Consumer Services
fdacs.gov/Divisions-Offices/Aquaculture
UF IFAS Extension
LEVY COUNTY
Sponsored by
Levy County Visitors Bureau
University of Florida/IFAS Shellfish Extension
Cedar Key Arts Center / City of Cedar Key
Cedar Key Aquaculture Association
CEDAR KEY
Boatload of Clams
Artist: Pam Andrews Deas
Chamber of Commerce
450 2nd Street


Evening Light
Artist: Pam Deas
City Pocket Park, 5th and G Streets
Wrap Your Arms around Art
Artist: Samm Wehman
Arts Center Sculpture Garden
457 2nd Steet
Before Us
Artist: Lena Smyrnova
City Hall, 809 6th Street
Glimpse Inside Cedar Key
Artist: Samm Wehman
City Park, 2nd and A Streets
Cycle of Water
Artist: Travis Parks
Water Tower, 8th and G Streets
Old Dock Street
Artist: Mike Seagle
1st and C Streets
Cedar Key's Whirlpool
Artist: Paisley Hall
High School
951 Whiddon Avenue
Anatomy of a Clam
Artist: Emily Colson
Nature Coast Biological Station
552 1st Street
Living on the Edge
Artist: Travis Parks
Cemetery Point Park
16050 East Point Road
Net Fishing Legacy
Artist: Lena Smyrnova
Historical Museum
609 2nd Street


AUGUST 2026
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Tales & Trails Series
CEDAR LAKES WOODS & GARDENS
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TRAILHEAD PARK
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MOVIE NIGHT:
AUGUST 7TH
INGLIS MOVIE NIGHT
AUG 7 @ 7PM
INGLIS COMM. CENTER
2026 CEDAR KEY
SHARK SWIM
CEDAR KEY SHARK SWIM
AUG 15
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SEPTEMBER 2026
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SAT. & SUN. SEPT. 26-NOV. 8 @ MAYHEM RANCH
SEPT. 26 @ SWEET BERRY FARMS
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THE BIG SQUEEZE
THE BIG SQUEEZE AT CROSSROADS LODGE
SEPT. 25-27
INTERNATIONAL COASTAL CLEANUP 2026
SEPT 19 | CEDAR KEY
CEDAR KEY COASTAL CLEANUP
SEPT. 19
7:30AM-12:00PM
WILLISTON FIESTA
ALLEN LAW FIRM
HOMESTEAD
5TH ANNUAL WILLISTON FIESTA
SEPT. 19
10:00AM-3:00PM
HOMESTEAD PARK
BLACKWATER ANGLER FESTIVAL
FISHING TOURNAMENT
BLACKWATER ANGLER FESTIVAL & FISHING TOURNAMENT
SEPT. 26 & 27
RANCH RUN AT THE U
RANCH RUN AT THE U
SEPT. 26
USHER FARM
5K & 10K

Levy County Board of County Commissioners
PO Box 310, Bronson, Florida, 32621
310 School Street, Bronson, Florida, 32621
Phone: 352.486.5218

Levy County Quarterly Department Report

Department Information

Name of Department	**Veteran Services**
Name of Department Head	

Department Deliverables

Deliverable *(To be determined by the Department Head)*	**Second Quarter FY** (January-March 2026)	**Third Quarter FY** (April-June 2026)	**Fourth Quarter FY** (July-September 2026)
Veterans Served	**43**	**55**	**107**
Claims Filed		**0**	**17**
Outreach		**9 events/meetings**	**9 events/meetings**
Housing Inquiries/Applications			**300**
Comment:	Data for this reporting period is limited due to my assignment to Veterans Services beginning February 27, 2026, in a support capacity rather than as Interim VSO. Since assuming full responsibilities on April 20, 2026, processes have been established to ensure accurate tracking and reporting of all metrics moving forward.	Unfortunately I am still waiting on my accreditation number, and cannot legally file a claim for a Veteran. The VA and Kat Cammack's office have stated it is taking 6 months to a year for CVSO's to receive their accreditation. I am able to help veterans with other issues, even if it is just finding them the right resource for their issue.	Veteran interactions have increased tremendously since receiving my FDVA accreditation in July. Continued Outreach helps to inform the community that we are here and ready to assist, I still run across people that did not know this office was available for them. Housing: responded to over 300 requests for information and assisted with funding 26 SHIP Applicants.

Commissioners
Charlie Kennedy, Vice Chair, District 1
Rock Meeks, District 2
Desiree Mills, District 3
Tim Hodge, Chair, District 4
Johnny Hiers, District 5

LEVY COUNTY

Department Highlights

- FDVA County Veteran Service Officer Accreditation
- Contact with all Veteran Organizations in Levy County
- Leadership meeting with Kat Cammack
- Housing: Assisted with the encumbrance and/or expenditure of all FY23/24 and FY24/25 SHIP Housing Assistance Funds, and with the partial expenditure and encumbrance of FY25/26 SHIP funds, including encumbering funds for 26 applicants for down payment and purchase assistance.

Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Mary-Ellen Harper, County Manager
2. **Department:** Board of County Commissioners
3. **Meeting Date:** Tuesday, October 20, 2026
4. **Requested Action:**
   Approve the agreement between Levy County and the North Central Florida Regional Planning Council to monitor hazardous waste generators located within the County during Fiscal Year 2027, in the amount of $16,500.
5. **Cost & Funding Source:**
   $16,500 Contract Services Other
6. **Justification of Request:**
   This agreement will provide Levy County with continued monitoring of hazardous waste generators located within the County during Fiscal Year 2027. The North Central Florida Regional Planning Council has the expertise and resources necessary to perform these monitoring services and assist the County with maintaining compliance with applicable hazardous waste management requirements. Approval of the agreement, in the amount of $16,500, will support the County's environmental protection efforts and help ensure hazardous waste generators are properly monitored.

North Central Florida Regional Planning Council

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September 24, 2026

Ms. Mary-Ellen Harper
County Manager
Levy County
310 School Street
Bronson, FL 32621-6438

RE: Fiscal Year 2027
Agreement Between the County and the Planning Council
for Annual Monitoring of Hazardous Waste Generators

Dear Mary-Ellen:

Please find enclosed two copies, with original Planning Council signatures, of the above referenced proposed agreement between the County and the Planning Council for the Planning Council to monitor hazardous waste generators located in the County for Fiscal Year 2027 in the amount of $16,500. Please note that the method of compensation for services provided pursuant to this Agreement is on a fixed fee basis.

Subsequent to approval of the above referenced agreement by the Board of County Commissioners, please have both copies dated on Page 1 and signed on Page 4, retain one copy of the Agreement with original signatures for the County files and return one signed copy of the Agreement with original signatures to me for the Planning Council's files.

If you have any questions concerning this Agreement, please do not hesitate to contact me at 352.339.2489.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosures

o:\koons\harardous waste monitoring agreements\2026\2026 sqg agreements letter merge.docx

FISCAL YEAR 2027
HAZARDOUS WASTE MONITORING AGREEMENT BETWEEN

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this _____ day of _____ 2026, by and between the Board of County Commissioners of Levy County, Florida, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - SCOPE OF SERVICES

The Planning Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of Sixteen Thousand Five Hundred Dollars and No Cents ($16,500.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated herein by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2026 and shall end on September 30, 2027. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

ARTICLE IV - TERMINATION WITHOUT CAUSE

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

ARTICLE V - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

ARTICLE VI - NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

ARTICLE VII - LIABILITY

The Planning Council hereby agrees to hold harmless the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the County Coordinator of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Levy County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Levy County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

ARTICLE XI - AMENDMENT OF AGREEMENT

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

ARTICLE XII - COMPLETE CONTRACT

This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY

Attest:

Seal

Matthew Brooks
County Clerk

Tim Hodge
Chair

NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL

Attest:

Seal

Scott R. Koons
Executive Director

Jhelecia Hawkins
Chair

APPENDIX A

SCOPE OF WORK

The Council will complete the annual verification of hazardous waste management practices for twenty (20) percent of the potential small quantity generators located within the County as required by Sections 403.7234 and 403.7236, Florida Statutes. All verifications will be made by on-site visits to the places of business of potential small quantity generators. The verification information will be entered into the Florida Department of Environmental Protection on-line database as required by the Department.

The Council will notify all identified known and potential small quantity generators of their legal responsibilities concerning proper waste management practices, including used oil management. The notification information will be provided to small quantity generators during the site visits and will include information on who to contact at the Council if a facility needs additional information concerning compliance assistance.

Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Mary-Ellen Harper, County Manager
2. **Department:** Board of County Commissioners
3. **Meeting Date:** Tuesday, October 20, 2026
4. **Requested Action:**

Approve the sale of Parcel 0316118600 for $500 conditioned upon recording of a declaration of unity of title at closing.

5. **Cost & Funding Source:**

The sale was by competitive bid by invitation to adjacent property owners.

6. **Justification of Request:**

The BoCC declared this property surplus on February 3, 2026 and directed staff to dispose of it by competitive bid.

In accordance Section. 2-303 and 2-305 of the Code of Ordinances of Levy County, Florida, on February 3, 2026, the BoCC declared Parcel 0316118600 as surplus. On April 21, 2026, the BoCC approved Resolution 2026-12 directing staff to prepare a resolution for that due to the size, shape, location and value of the property it is most suitable for use by an adjacent property owner.

Levy County Board of County Commissioners Agenda Item Summary Form

Summary

ParcelID	0316118600
Location Address(es)	
Neighborhood	Diversified NW (3101)
Legal Description*	19-11-17 0001.25 ACRES W1/2 OF NW1/4 OF NW1/4 OF SW1/4 OF NW1/4 -TRACT 164- OR BOOK 1516 PAGE 375 (Note: *The legal description shown here may be condensed, a full legal description should be obtained from a recorded deed for legal purposes.)
LandUse	COUNTY (8600)
SubdivisionName	N/A
Sec/Twp/Rng	19-11-17
Tax District	SUWANNEE RIVER WT (District SR)
Millage Rate	14.3632
Acreage	1.25
Homestead	No
Ag Classification	No

View Map

Owner

Owner Name	Levy Bocc 100%
Mailing Address	PO BOX 310 BRONSON, FL 32621



PREPARED BY:
J. Ray Poole
Constangy, Brooks, Smith & Prophete, LLP
200 West Forsyth Street, Suite 1700
Jacksonville Florida 32202

Property Appraiser's
Parcel Identification No. 0316118600

QUITCLAIM DEED

THIS INDENTURE, made this _____ day of September, 2026, by LEVY COUNTY, a body corporate under the laws of the State of Florida, ("Grantor"), and BASS FARMS, INC., whose address is 27367 S.W. 30th Avenue, Newberry, Florida 32669 ("Grantee");

W I T N E S S E T H:

THAT Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, releases, remises and quitclaims to Grantee, its successors and assigns forever, all of Grantor's right, title, and interest in and to the following described lands, situate, lying and being in the County of Levy, State of Florida, to wit:

> The West ½ of the NW ¼ of the NW ¼ of the SW ¼ of the NW ¼ of Section 19, Township 11 South, Range 17 East, Levy County, Florida, being Tract No. 164.

SUBJECT to any easements, reservations, leases, conditions, licenses, and restrictions, known or unknown or whether or not of record. This conveyance is specifically and expressly without any warranties, representations or guarantees either express or implied, of any kind, nature, or type whatsoever, from or on behalf of the Grantor, including but not limited to warranties of title, suitability or merchantability.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee, its successors and assigns forever.

This deed shall release any rights of entry Grantor may have as to subsurface minerals.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

_____
Print Name:_____

_____
Print Name:_____

LEVY COUNTY BOARD OF COUNTY COMMISSIONERS,

By:_____
Tim Hodge, Chair

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of September, 2026, by Tim Hodge, , on behalf of Levy County, Florida, who is personally known to me.

[SEAL]

_____
Notary Public, State and County Aforesaid
Print Name: _____
Commission No. _____
My Commission Expires: _____

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

_____
Matt Brooks, Clerk

Approved as to form and legal sufficiency

_____
Ray Poole, County Attorney

Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Bernard “Bo” Cox, Building Official
2. **Department:** Development Services
3. **Meeting Date:** Tuesday, October 20, 2026
4. **Requested Action:**
   PUBLIC HEARING: Approve 2050 Comprehensive Plan.
5. **Cost & Funding Source:**
   There is no cost associated with this item.
6. **Justification of Request:**
   Approve 2050 Comprehensive Plan.

310 School Street, Suite 112, Bronson Florida 32621
Telephone (352) 486-5218 Fax (352) 486-5167
E-mail: levybocc@levycounty.org Website: www.levycounty.org

Levy County 2050 Comprehensive Plan

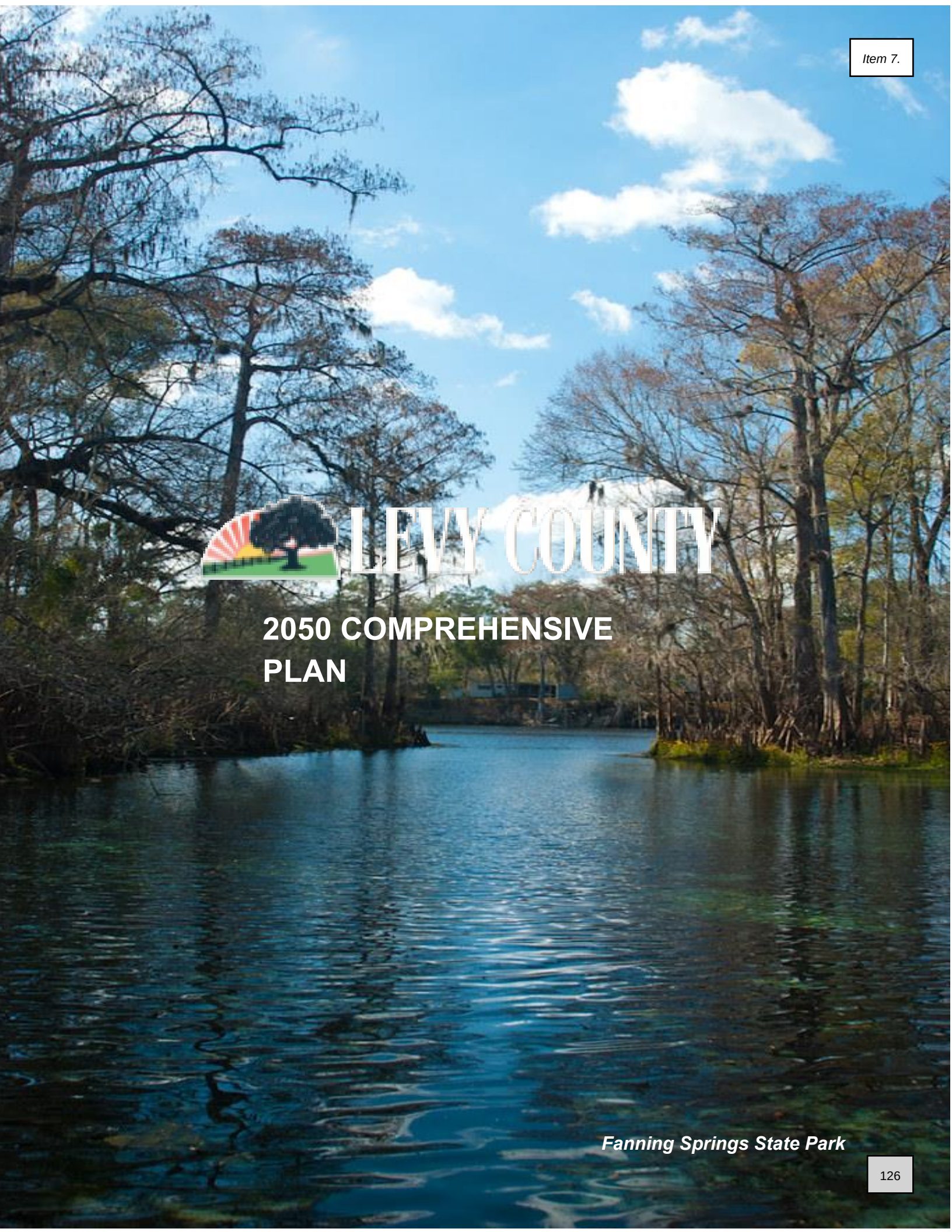
Protecting Rural Character, Working Lands & Natural Resources







September 2026



LEVY COUNTY

2050 COMPREHENSIVE PLAN

Fanning Springs State Park

Acknowledgments

BOARD OF COUNTY COMMISSIONERS

Charlie Kennedy, Vice Chair, District 1
Rock Meeks, Commissioner, District 2
Desiree Mills, Commissioner, District 3
Tim Hodge, Chair, District 4
Johnny Hiers, Commissioner, District 5

PLANNING COMMISSION

Parks Wilson, Chair
Kelly Bishop, Vice Chair
Devyn Chorvat
Thomas J. Harper
Tim Haines
Matthew McLelland - School Board Member
Arlene Bell - Alternate Member
Jacob Piazza- Alternate Member

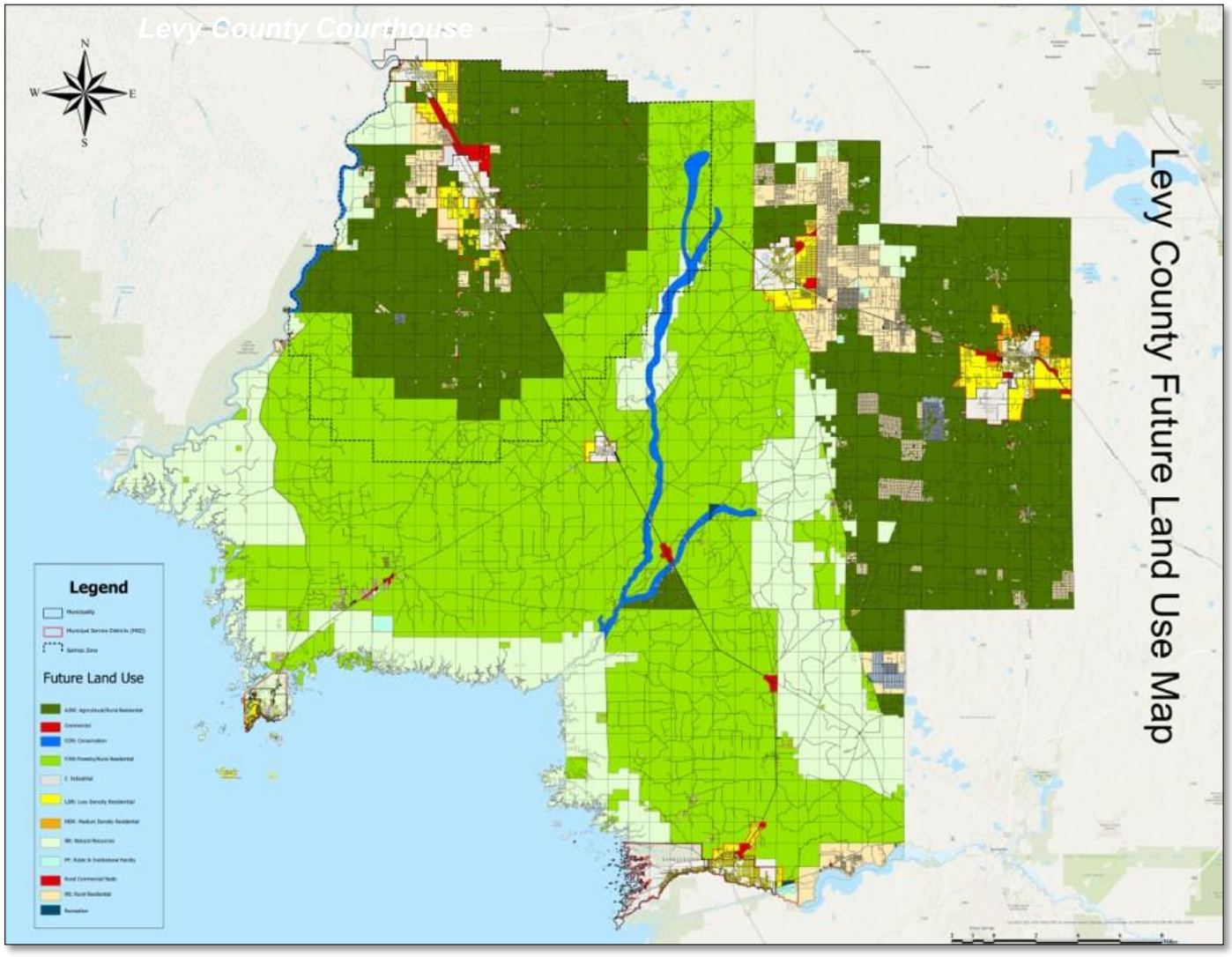
COUNTY ADMINISTRATION

Mary Ellen Harper, County Manager
Bernard “Bo” Cox – Development Services Director

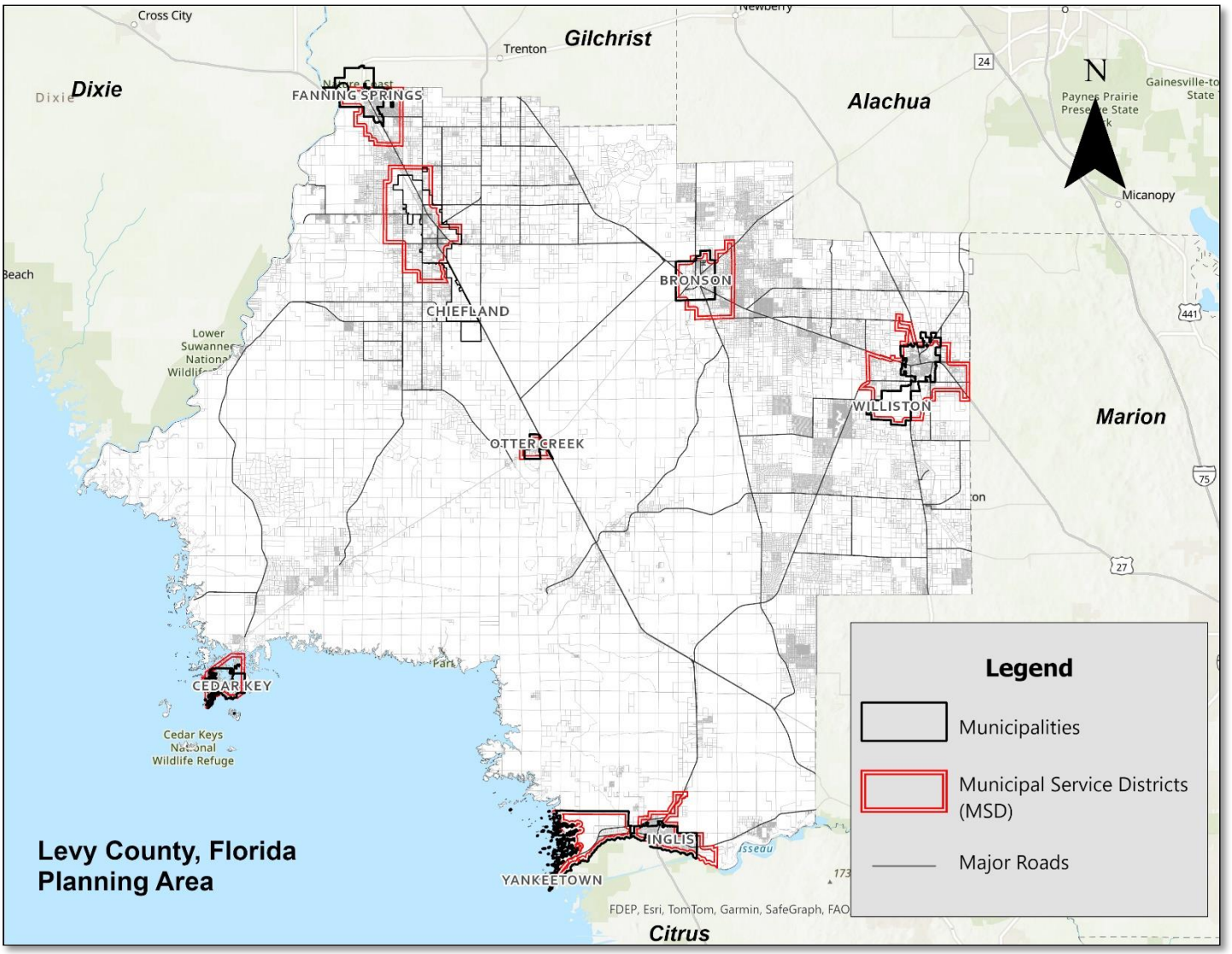
LEVY COUNTY RESIDENTS

CONSULTANT

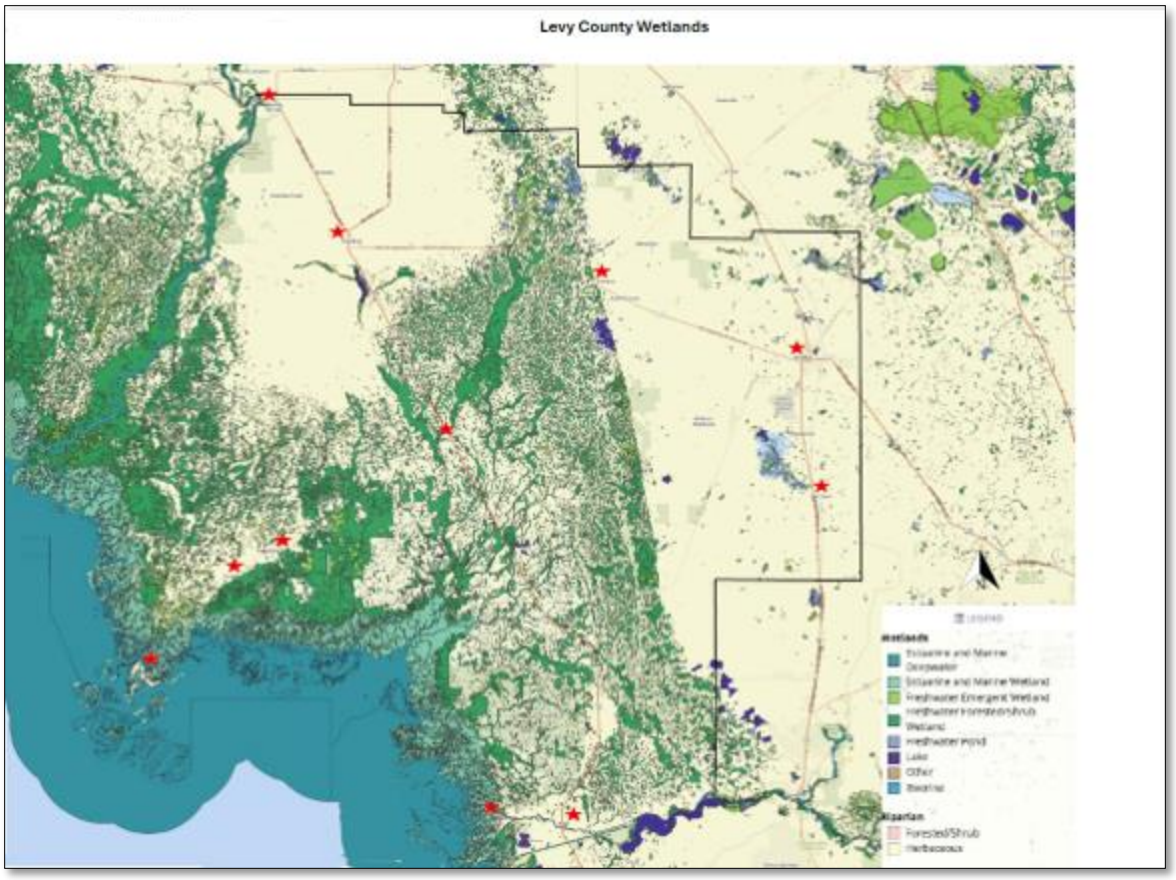
Infrastructure Consulting & Engineering
Amarach Planning Services

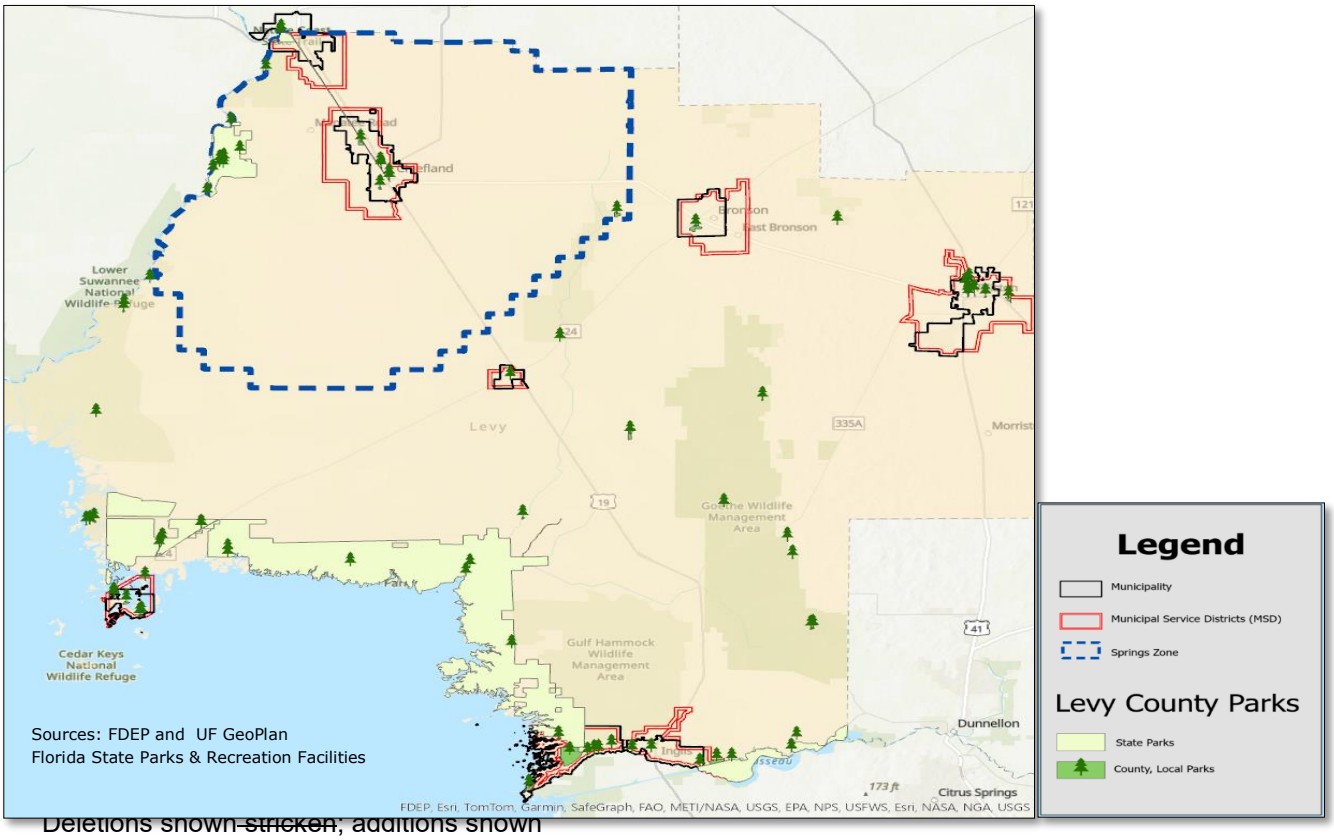

Levy County Courthouse
N
W
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Legend
Future Land Use
Levy County Future Land Use Map

Communities and Service Areas

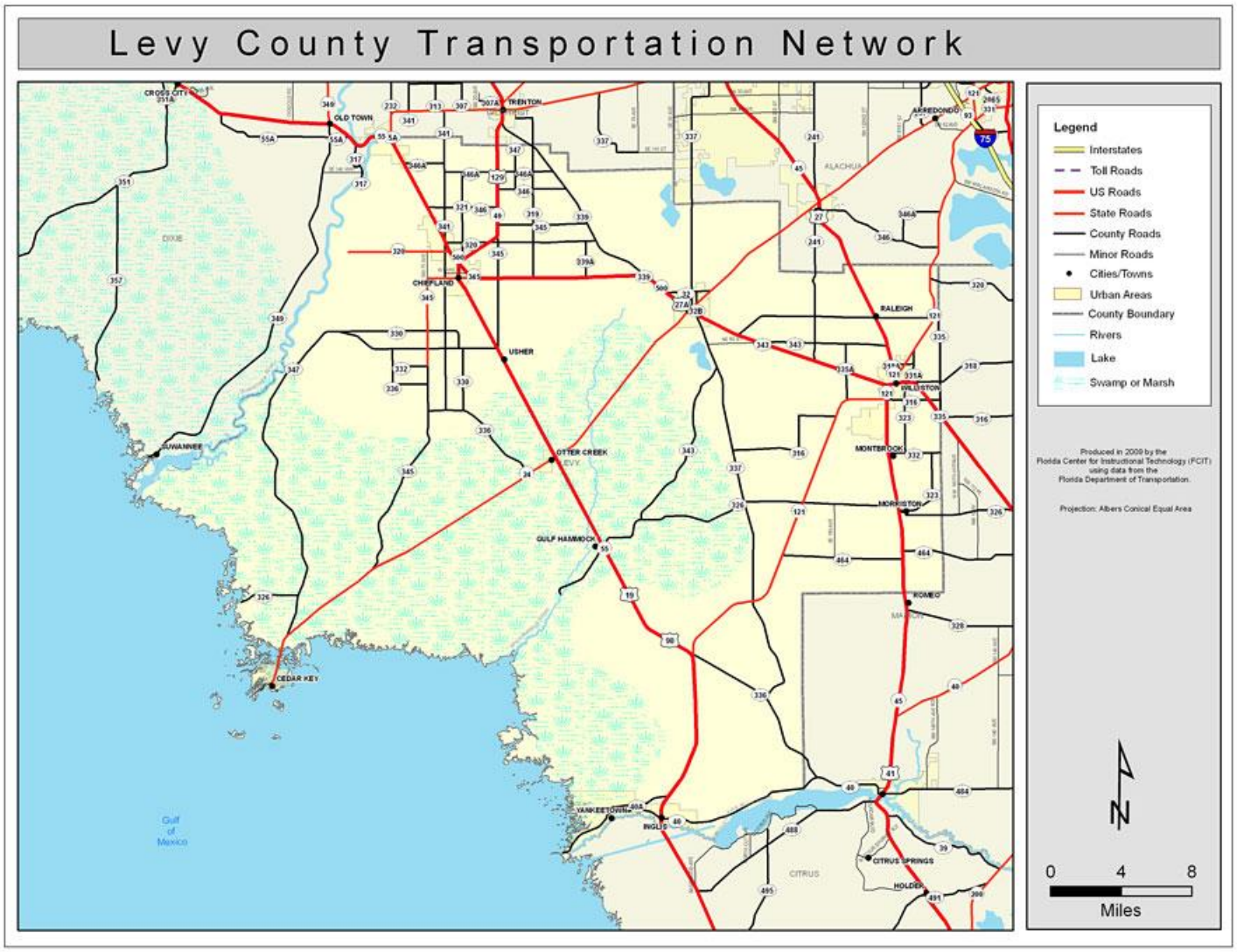


Water and Natural Systems





Mobility and Access



GOALS, OBJECTIVES, AND POLICIES

LEVY COUNTY COMPREHENSIVE PLAN

The Levy County Comprehensive Plan is the guiding document that establishes the framework for growth management, land use planning, and resource protection within Levy County. This plan has been prepared in accordance with the requirements set forth in Sections 163.3177 and 163.3178, Florida Statutes (F.S.), ensuring a coordinated, consistent, and data-driven approach to planning for the county's future.

Levy County's Comprehensive Plan is a blueprint adopted by the Board of County Commissioners ~~adopted~~ to guide the development of future residential, commercial, and industrial land uses, conservation, cultural, and recreational amenities.

The elements of the Comprehensive Plan are interrelated and ~~developed~~ designed to maintain consistency across all planning components, ensuring a comprehensive and cohesive strategy for managing the county's growth and development. The Plan is supported by relevant ~~and~~ up-to-date data and analysis, ~~reflecting~~ that reflect the latest demographic, economic, and environmental trends influencing Levy County.

This Comprehensive Plan incorporates updated 10-year and 20-year planning periods, covering the timeframes ~~2025-2035 and~~ 2025-~~2045~~ 2050. These planning horizons provide a structured approach to long-term development, infrastructure investment, and land use management. The updated data and analysis used in amending the elements of the Comprehensive Plan ensure alignment with these planning periods, fostering sustainable growth and resource conservation for the county's future.

Through this plan, Levy County reaffirms its commitment to responsible growth management, environmental stewardship, and the well-being of its residents. The policies and strategies outlined ~~with~~in this document provide the ~~necessary~~ guidance needed to achieve the county's vision while remaining adaptable to future challenges and opportunities.

FUTURE LAND USE ELEMENT

Pursuant to Section 163.3177(6)(a), FS, the following represents the Future Land Use Goals, Objectives, and ~~Polices~~ Policies of ~~the~~ Levy County. These Goals, Objectives, and Policies are intended to address establishing a long-term end toward which the community's land use programs and activities are ultimately directed. The county's comprehensive plan is an essential feature of both short-term and long-term planning. It also contains the process and documentation for creating a broad, long-term vision for future land uses, the county's built environment, and ~~their~~ its interaction with local municipalities. It contains a map of future land uses addressing the physical elements in the area ~~that covers~~ covering a ~~10-year and 20~~ 25-year planning horizon (2025-2050).

Unincorporated Levy County Acreage by Future Land Use Category

Future Land Use Category	Acreage	Percentage	Density (Units/Acre)
Natural Resources and Conservation (NR-CON)	~~123,767~~ 180,227	~~18.0%~~ 22.87%	0
Forestry/Rural Residential (F/RR)	~~291,888~~ 318,259	~~42.4%~~ 40.38%	1U/20 acres
Agricultural/Rural Residential (A/RR)	~~223,130~~ 239,466	~~32.4%~~ 30.38%	1U/10 acres
Rural Residential (RR)	~~27,127~~ 27,453	~~4.0%~~ 3.48%	1U/3 acres
Urban Low-Density Residential (LDR)	~~12,920~~ 13,525	~~1.9%~~ 1.72%	1U/1 acre
Urban Medium Density Residential (MDR)	~~1,281~~ 1,435	~~0.2%~~ 0.18%	5U/1 acre
Commercial (C)	~~2,226~~ 2,520	0.32%	N/A
Industrial (I)	~~629.66~~ 634	~~0.09%~~ 0.08%	N/A
Recreation (REC)	~~160~~ 158	0.02%	0
Public & Institutional Facilities (PF)	~~4,364~~ 4,522	0.57%	0
Total	788,200	100%	-

Source: Levy County Planning & Zoning Department

GOALS, OBJECTIVES, AND POLICIES

Element Guide:

Objective 1 Guidelines for Future Land Use Categories
Future Land Use Map Series Categories
Additional Guidelines for Residential Land Use Categories
Land Use – Zoning Compatibility Table
Mixed Use Development/Commercial Development Guidelines
Family Homestead Exemption

Objective 2 Future Growth Areas
Concurrency
School Siting Guidelines
Development Standards

Objective 3 Innovative Land Development Regulations, Agricultural Preservation, Forestry, Open Space, and Rural Compatibility
Planned Unit Development (P.U.D)
Open Space and Agricultural Land Protection
Complementary Mixed Land Use Development
Development Controls
Accessory Dwelling Unit (ADU)

Objective 4 Coastal Area

Objective 5 Redevelopment and Infill Development

Objective 6 Non-Residential Uses in Rural Areas
Rural Commercial Development

Objective 7 Natural and Historical Resources

Objective 8 Intergovernmental Coordination

Objective 9 Evaluation of the Comprehensive Plan

Objective 10 Compatibility

Objective 11 Amendments to the Future Land Use Map

Objective 12 Compatibility of Lands Adjacent to an Airport

Goal:

To promote complementary development patterns that are efficiently served by public facilities and services to support growth, while providing for the protection and enhancement of the county's rural character and unique natural qualities.

Objective 1 Guidelines for Future Land Use Categories

Establish land use categories that allow sufficient acreage for residential, commercial, office, mixed- use, industrial, education, agricultural, recreation, conservation and public and institutional uses while establishing a clear separation between urban and rural land uses.

Policy 1.1 The Future Land Use Map series shall delineate areas ~~to provide~~ for Urban and Rural land uses, and identify Overlay Zones. Urban Areas will be delineated as Municipal Service Districts (MSD's). These areas are for development characterized by social, economic, and institutional activities ~~which~~ that are predominantly based on the manufacture, production, distribution, or provision of services in a setting ~~which~~ that typically includes higher densities and intensities of residential and non-residential development, not generally associated with agricultural areas. Rural Areas are characterized as low-density areas supported by social, economic, and institutional activities and may be largely based on agricultural uses or the extraction of natural resources in unprocessed form, or areas containing large proportions of undeveloped, unimproved, or low-density development. Overlay Zones shall ~~be used to~~ identify existing locally recognized communities, special water and sewer districts, mixed-use districts, the Springs Protection Zone (SPZ), and Environmentally Sensitive Lands (i.e., wetlands, Coastal High Hazard Areas, ~~etc~~.). The Future Land Use Map will show generalized boundaries. The adopted land development and zoning regulations will provide specific boundary guidelines and standards, where appropriate.

Policy 1.2 Land use categories on the Future Land Use Map shall be defined as follows:

Municipal Service District (MSD): Municipal Service Districts are intended to be areas for urban expansion within which urban densities and intensities are allowed, and urban services, such as central water, central sewer, police protection, fire protection, solid waste collection, streets, drainage facilities, schools, and recreational facilities and services are provided, or encouraged to support development. Within a Municipal Service District, only the following land use categories shall be permitted: Urban Low Density Residential, Urban Medium Density Residential, Public and Institutional Facilities, Historic Resources, Natural Resources-Conservation, Recreation, Commercial and Industrial. Public schools are allowed ~~within~~ in any land use category ~~that falls~~ within the Municipal Services District.

Urban Low-Density Residential (up to one unit per acre, maximum 2 with water and sewer)

This land use category shall allow ~~for~~ areas that are predominantly single-family residential uses and accessory and supportive uses to residential development. The maximum residential density is one (1) dwelling unit per acre, or two (2) dwelling units per acre with

the provision of central water and sewer.

Urban Medium Density Residential (up to 5 units per acre)

This land use category provides for areas that are predominantly for residential uses consisting of single-family, duplex, and triplex ~~residential~~ uses and accessory and supportive uses to residential development. The maximum density is five (5) dwelling units per acre. This land use is permitted within an MSD. This land use must have central water and sewer services.

Commercial

This land use category allows for commercial land uses and the development of central business districts. Commercial land uses are described by levels of intensity of Commercial/Professional Office, Neighborhood/Retail Services, Community/Retail and Wholesale Business, and Regional/Retail and Wholesale Business. The minimum lot size is one (1) acre and the maximum floor area ratio is 0.5. Lot coverage shall be based on and shall ~~be required to~~ meet all other local and state land development regulations. This land use is only permitted within ~~a~~ Municipal Service Districts and Planned Unit Developments (P~~.~~U~~.~~D.s), however this designation shall be permitted within rural areas identified on the Future Land Use Map Series as follows: Gulf Hammock, Lebanon Station, Rosewood/Sumner, and the U.S. 19 Corridor between Fanning Springs and Chiefland.

In addition to the above-described commercial uses, one (1) residential dwelling unit may be permitted on a parcel of land that is designated commercial land use, provided that all of the following requirements are satisfied:

(1) The parcel was designated commercial land use on December 31, 1989; and
(2) The parcel is located within either a recorded residential plat or the boundaries of such parcel are identical to the boundaries of the parcel as it existed on December 31, 1989; and
(3) There are no non-residential structures on the parcel; and
(4) All applicable requirements of the County's land development regulations are met.

Industrial

This land use category provides for industrial uses ranging from light manufacturing to intensive activities ~~and~~ <u>as well as</u> supportive uses, including accessory/subordinate commercial uses. Industrial land uses are described by levels of intensity of either Light Industry or Heavy Industry. This land use is permitted within an MSD. The minimum lot size is one (1) acre and the maximum floor area ratio is 0.5. Lot coverage shall be based on and shall ~~be required to~~ meet all other local and state land development regulations.

Rural Commercial Node

This category provides mixed-use development, including limited neighborhood commercial, residential, and agriculturally related industrial uses to support established communities in the rural areas in the County. The intent of this land use is to promote compact nodal development, redevelopment, and ~~to~~ reduce the number and length of vehicular trips for retail services and employment. Rural Commercial Nodes include

residential offices such as physicians, farm management services, and other similar professional offices, and limited retail activities such as convenience stores, daycare, supermarket, farm-related sales and service, and restaurants and other similar uses. Rural Commercial Nodes shall be classified as either Rural Neighborhood Commercial or Rural General Commercial. Classifications and boundaries of Rural Commercial Nodes shall be provided in the zoning map series.

The classification of Rural Neighborhood Commercial shall be characterized by the following criteria: located on county rural collector roads only, have a maximum node size of fifty (50) acres, uses may include those that predominantly provide services to surrounding rural communities, such as: residential offices including physicians, farm management services and other similar personal service establishments, and limited retail activities such as convenience stores, daycare, supermarket, farm-related sales and service, and restaurants and other similar uses. The maximum floor area ratio is .35 for non-residential uses.

All Rural General Commercial classifications shall be characterized by the following criteria: located on SIS or SHS transportation facilities only, have a maximum node size of 100 acres, uses may include the same types of uses as Rural Neighborhood Commercial, but may also include uses that serve the local traveling population and provide limited employment centers, such as: bed and breakfast establishments, wholesale sales, mini-warehouses, automotive sales and service; and light manufacturing and assembly within enclosed buildings. The maximum floor area ratio is .40 for non-residential uses, and the design will ~~be such that it does~~ not compromise the integrity of adjacent uses in close proximity.

Within a node, the minimum lot size for commercial development is one-fourth (1/4) acre and a maximum lot size of five (5) acres. The minimum lot size for industrial uses is one (1) acre. Residential densities within Rural Commercial Nodes shall be a maximum of one dwelling unit per three (3) acres or one dwelling unit per parcel of record as of December 31, 1989. Any development in platted subdivisions created pursuant to Levy County ordinances or Levy County Code provisions applicable at the time of creation and existing as of December 31, 1989, will be exempt from the parcel size required for new subdivisions, but shall be required to comply with all lot coverage and setback requirements applicable to new subdivisions. The location of Rural Commercial Nodes shall be consistent with Policy ~~1.7~~ 1.11 .

Forestry/Rural Residential

This category provides for areas ~~predominately~~ predominantly used for commercial forestry, accessory and supportive uses to the forestry industry, resource based and/ or non-spectator based recreational uses, conservation uses**,** and very low-density rural development, spatially separated from forestry uses**.** The maximum residential density is one (1) unit per twenty (20) acres. The minimum parcel size is twenty(20) acres, or a parcel of record as of December 31, 1989. New greenfield Turnpikes, toll roads, or other forms of new Principal Arterial highways are inconsistent with land uses in this category.

Agricultural/Rural Residential

This category provides for areas ~~predominately~~ predominantly used for agriculture, accessory and supportive uses to the agricultural industry, resource-based and/or non-spectator based recreational uses, conservation uses**,** and very low-density rural development. The maximum residential density is one (1) unit per ten (10) acres. The minimum parcel size is ten (10) acres, or a parcel of record as of December 31, 1989. New greenfield Turnpikes, toll roads, or other forms of new Principal Arterial highways are inconsistent with land uses in this category.

Rural Residential

This category provides for rural low-density single-family residential use, accessory and supportive uses to rural residential development, and limited agricultural uses. The maximum residential density is one (1) dwelling unit per 3 acre**s**. Minimum Parcel size is three (3) acres, or parcel of record as of December 31, 1989.

Recreation

This category provides for publicly or privately owned recreational sites for active or passive recreational activities, including land used for open space, recreational corridors, activities and facilities, neighborhood and community parks, golf courses, and spectator sport facilities. The minimum parcel size is five (5) acres. The maximum lot coverage is ten percent (10%)**.** This land use is permitted within a Municipal Service District or within rural areas outside of the Municipal Service District boundary.

Natural Resources and Conservation

This category provides for the conservation of natural resources and Environmentally Sensitive Lands (ESL) including, but not limited to areas designated for floodplain, streamside, river and coastal resource management purposes. This category also provides for areas designated for conservation purposes, and owned/operated by contractual agreement with, or managed by a federal, state, regional or local government or non-profit agency. Public and private ESL, specified in the Conservation Element, shall conform to ~~densities~~ density standards for Conservation land uses. This land use is permitted within a Municipal Service District or within rural areas outside of the Municipal Service District boundary. Park facilities and services, agricultural/ forestry uses and passive recreational activities and facilities that are compatible and complement conservation purposes of the area and are consistent with jurisdictional management plans shall be allowed in this category. This may include, but ~~not be~~ is not limited to, walking trails and trailhead facilities, primitive camping sites and hunting/fishing activities. This definition does not include privately owned land managed by a state agency on either a voluntary or short-term contractual basis. For public lands, development and activities shall be limited to resource-based recreation access purposes. New greenfield Turnpikes, toll roads, or other forms of new Principal Arterial highways are inconsistent with land uses in this category.

Private lands within designated Conservation areas are not precluded from development. However, proposed plans for residential development, lying within riverine flooding areas or coastal flooding areas, shall be permitted consistent with the following density standards:

a. Riverine and Coastal Flooding Areas in Municipal Service Districts - The maximum Residential Density is as follows:

	10-Year Flood	100-Year Flood	No Flood
No Central Services	One (1) dwelling unit per twenty (20) acres *	One (1) dwelling unit per twenty (20) acres	One (1) dwelling unit per twenty (20) acres
Centralized Water and Septic	One (1) dwelling unit per twenty (20) acres **	One (1) dwelling unit per acre~~s~~ **	Two (2) dwelling unit<u>s</u> per acre~~s~~
Centralized Water and Sewer	One (1) dwelling unit per twenty (20) acres	Two (2) dwelling unit<u>s</u> per acre~~s~~	Six (6) dwelling unit<u>s</u> per acre~~s~~

* Septic Tanks are prohibited
**Alternative sewage disposal system may be permitted as allowed by appropriate regulatory agencies

Note: 1. Central sewer is not allowed by this Comprehensive Plan unless provided by a municipality, special district~~s,~~ or within municipal service districts or Rural Commercial Nodes, as provided in the Infrastructure Element.

2. Gross acreage for all developments shall be calculated using usable uplands and wetlands, excluding jurisdictional wetlands, open water, or submerged lands.

b. Riverine and Coastal Flood Areas in Rural Areas - The County has designated all riverine and coastal floodplains in the County as “Conservation Areas.” The maximum density is one (1) unit per twenty (20) acres or parcel of record as of December 31, 1989. Tracts of record, as of December 31, 1989, may be deemed vested for density purposes, but are not vested for purposes of complying with "concurrency", as defined and required in Chapter 163, Florida Statutes.

Public and Institutional Facilities

This category provides for public buildings and grounds which includes city halls, post offices, fire and police stations, libraries, utilities (including gas, water, and electric, water power, well houses, electric utility poles, transmission towers and electric substations, power generating facilities, sewerage, <u>landfills</u>, telephone facilities, utility poles and street lighting, cable services, and other similar equipment necessary for the furnishing of adequate services), public potable water wells, County airport and maintenance yards, educational facilities (elementary, middle and high schools, whether public, parochial or private), and other institutional facilities (churches, public clubs, health centers, hospitals and facilities for the care of the aged and infirm, and cemeteries). This land use is permitted within a Municipal Service District or within rural areas outside of the Municipal Service District boundary. The minimum lot size is one (1) acre, and the maximum floor

area ratio is 0.5. Lot coverage shall be based on and shall ~~be required to~~ meet all other local and state land development regulations.

At the approximately 3,100-acre site owned by Florida Power Corporation DBA Progress Energy Florida, Inc. c/o Duke Energy Center designated on the Future Land Use Map as Public and Institutional Facilities, no more than two (2) nuclear generating units with a maximum capacity of 3,000 megawatts shall be allowed unless specifically authorized by a comprehensive plan amendment adopted by ordinance of the Board of County Commissioners. Maximum full-time employment operations shall not exceed 1,500 individuals without an additional comprehensive plan amendment.

The minimum tract size for electric generating facilities shall be 2,500 acres, and a comprehensive plan amendment will be required for any such facility in order to establish an intensity standard.

Historic Resources Land Use

This category provides for the designation of historic buildings and districts, archaeological and prehistoric sites, or other culturally significant sites ~~that have been~~ designated with special protective status by the County. This land use is permitted within a Municipal Service District or within rural areas outside of the Municipal Service District boundary.

Additional Guidelines for Residential Land Use Categories - Supportive non-residential uses are those uses that are functionally related to the social, cultural, economic, and institutional character of an established community and may be permitted in residential and rural residential land use categories to promote traditional neighborhood design development. The overriding intent of this policy is to allow uses that serve the immediate residential areas, reduce trip length, and encourage non-automotive travel.

These uses are limited to low-intensity land ~~usage~~ use and land coverage ~~so as~~ to ensure that these uses maintain an appearance that readily blends with adjacent residential lands. The maximum floor area ratio is .35 for all non-residential uses in residential districts to ensure compatibility. For allocation purposes, these uses will apply to the residential land use category.

Supportive residential uses include: neighborhood-level recreational facilities such as parks and playgrounds and other uses that complement the County's recreation and open space system (i.e., greenway trails and trailhead facilities); community facilities and services such as churches, schools, day care services, group homes, lodges/community centers. Allowable neighborhood commercial use shall be limited to professional offices and limited personal retail services utilizing existing residential structures. New construction for the purpose of neighborhood commercial use shall be permitted by means of the Special Exception process in order to ensure compatibility with adjacent residential uses and to regulate the number and location of the uses. All neighborhood commercial uses must be located along a paved collector road or minor arterial.

Land Use- Zoning Compatibility Table

LAND USE - ZONING COMPATIBILITY TABLE	
Land Use Categories	**Zoning Categories**
Forestry/Rural Residential (F/RR)	F/RR, NR-CON, ~~P~~REC, PF, PUD
Agriculture/Rural Residential (A/RR)	A/RR, NR-CON, ~~P~~REC, PF, PUD
Rural Residential (RR)	RR, NR-CON, ~~P~~REC, PF, RR-3C ~~RR3-C~~, PUD
Urban Low Density Residential (ULDR)	R-1, NR-CON, ~~P~~REC, PF, PUD
Urban Medium Density Residential (UMDR)	R-2, NR-CON, ~~P~~REC, PF, PUD
Natural Resources - Conservation (NR-CON)	All Zoning Categories
~~Parks and~~ Recreation (~~P~~REC)	All Zoning categories, limited in NR-CON
Rural Commercial Node (RCN)	F/RR, A/RR, RR, RMU, NR-CON, ~~P~~REC, PF, PUD
Commercial C	C-1, C-2, C-3, C-4, NR-CON, ~~P~~REC, PF, PUD
Industrial (I)	I, C-1, C-2, C-3, C-4, NR-CON, ~~P~~REC, PF, PUD

Policy 1.3 The County encourages incremental development of MSD's that radiate outward from the municipal limits. Future land use map amendments that propose higher densities and intensities of development at the edge of an MSD boundary, ~~as opposed to~~ rather than radiating outward from the municipal limit, shall be discouraged by the County and will be subject to review for compatibility and the efficient provision of services. Rural Commercial Nodes are intended to provide compact, limited, rural-serving commercial and employment opportunities that reduce trip lengths, support established communities, and avoid strip commercial development along rural highways.

Policy 1.4 Urban residential densities, defined herein as any development with a gross density of greater than two (2) dwelling units per acre, will be permitted only within the Municipal Services District.

Policy 1.5 Rural residential densities, defined herein as any development with a gross density of one (1) dwelling unit per three (3) acres, will be permitted only within the rural residential areas. Density bonuses may be allowed consistent with Planned Unit Development (P.U.D) guidelines in Policies 3.3 and 3.4 of this element.

Policy 1.6 Numerous unincorporated ~~but~~ locally recognized and named established communities exist throughout the County. These communities are recognized on the Future Land Use Map as Fowler's Bluff, Camp Azalea, Rosewood/Sumner, Gulf Hammock, Morriston,

Montbrook and Raleigh. Within these established communities, the County will allow existing and new commercial development to serve the needs of the local community, and existing commercial use shall be deemed conforming.

Policy 1.7 Rural Commercial Nodes (RCN) shall be depicted on the Future Land Use map series and based on existing land use patterns and environmental suitability. The boundaries may extend a maximum of 1,320 feet in length or width, extending from the center of the intersection or extending along a roadway. The boundary length or width may be increased up to an additional 330 feet for the following purposes: to extend the boundaries to an existing lot line in order to accommodate an existing business or to prevent the creation of a lot that would not be developable due to residential density limitations. The maximum acreage of a Rural Commercial Node shall not exceed that provided in Policy 1.2. Where a property fronts two roads of different functional classification, access from the site will be from the lower classified road, to the maximum extent possible and designed to ensure there is no interference with the operation of the intersection.

Nodes may be established at intersections of collector roadways or collector/minor arterial roadways; or frontage on a County or State maintained roadway and in locations that meet one or more of the following criteria:

a. Where there are one or more existing active businesses;
b. Within a 1/4 mile of locally recognized communities;
c. Within a three-mile service area, a minimum of 50% of the parcels are developed or there are one or more vested subdivisions.

Policy 1.8 The Commercial Future Land Use Map designation shall be limited to Municipal Service Districts, as well as the areas designated as historically rural commercial Gulf Hammock, Lebanon Station, US Hwy 19 Commercial area between Fanning Springs and Chiefland and Rosewood/Sumner on the Future Land Use Map Series**.**

Policy 1.9 The County shall promote industrial and commercial development, as provided within the Economic Element and the Future Land Use Element. This is accomplished by the Future Land Use Map Series and policies which provide for commercial and industrial development in appropriate locations and according to performance criteria which discourage urban sprawl, manage access and appropriately address water and wastewater.

Mixed Use Development/Commercial Development Guidelines

Policy 1.10 Along principal arterials, commercial development within Planned Unit Developments (P.U.D.s) may be permitted based on the following criteria:

a. Commercial uses may be approved in residential P.U.D.'s provided that the amount of commercial land is limited to ten (10) acres per five hundred (500) approved dwellings in the P.U.D. (Dwelling units per acre shall not exceed the densities established for the land use category in which the P.U.D. is located.)

b. For non-residential P.U.D.'s, such as industrial, recreational or agri-business, the amount of commercial land area is limited to the lesser of either:

1. Ten (10) acres per one hundred (100) acres of principal use; or,

2. Ten (10) square feet of floor area per one hundred (100) square feet of principal use floor area.

3. In addition, the principal uses in non-residential P.U.D.'s shall be consistent with the land use category in which the P.U.D. is located.

c. Development permits for commercial land uses within P.U.D.'s shall be issued in direct proportion to and shall not exceed the percentage of building permits that have been issued for the principal uses; e.g., if ten percent (10%) of the principal use building permits have been issued, then building permits for up to ten percent (10%) of the commercial land use (computed from a. above) may be issued, etc.

d. Commercial uses within P.U.D.'s shall be located not less than one (1) mile from a commercial node which is shown on the Future Land Use Map, and shall be located not less than one (1) mile from other commercial land uses within P.U.D.'s, unless the other commercial uses are immediately adjacent. "Immediately adjacent" shall include commercial uses which would be adjacent except for an intervening right-of- way.

e. Commercial uses within P.U.D.'s shall be located on local roads within the interior of the P.U.D., or at the intersection of collector or arterial roads and a major access road to the P.U.D.

f. Commercial uses within P.U.D.'s shall not have direct access to arterial roads. All such access shall be from local or collector roads, and any direct access to collector roads shown on the Transportation Circulation Element map series shall be located to meet Florida Department of Transportation standards.

g. Regardless of the mix of land uses within the P.U.D., the commercial uses(s) shall be accessory uses to and shall be functionally related to the principal use(s), and shall not be dependent on the flow of traffic on the arterial system

Policy 1.11 Proposed Planned Unit Developments shall provide a clustered development design and shall document a high percentage of internal capture of vehicle trips through an appropriate mix of land uses. As used herein, "internal" specifically excludes access to non-highway oriented commercial development directly from or to any arterial road as functionally classified by this plan.

Policy 1.12 The expansion of industrial land uses will be encouraged. Mining operations will be permitted as special exceptions in manufacturing and agricultural and forestry areas.

Family Homestead Exemption

Policy 1.13 Pursuant to section 163.3179 (Family Homestead), Florida Statutes, a homestead of an individual who is the grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child or grandchild of the person who conveyed the parcel of land to the recipient, may be used solely for a homestead residence by the recipient, notwithstanding the density or intensity of use assigned to the parcel in this plan. Such a provision shall apply only once to any recipient. The adopted Land Development Code will establish the performance standards to implement this policy.

Objective 2 Future Growth Areas

Coordinate future growth and encourage development in areas based upon the availability of public facilities and services and the topography~~,~~ and soil conditions through the implementation and enforcement of land development regulations.

Concurrency

Policy 2.1 Densities and intensities of use will be coordinated with the availability of public facilities and services. Higher density residential development will be encouraged in areas where the extensions of existing urban services (water and sewer) are available and meet established level-of-service standards.

Policy 2.2 Development orders and permits shall be contingent on the availability/capacity of facilities and services necessary to serve the proposed development. Public facilities and services shall be available and provided concurrent with the impact of development. Proposed development will be reviewed to ensure that level-of-service standards are met and consistent with standards adopted in the Capital Improvements, Infrastructure, Transportation Circulation, Public School Facilities, and Recreation and Open Space Elements.

Policy 2.3 The land development, zoning, and subdivision regulations shall require that a proposed development provide safe and convenient on-site traffic flow and off-street parking.

School Siting Guidelines

Policy 2.4 To be considered in designated commercial land use categories, a proposed school site must be functionally related to surrounding land uses and development, in close proximity to the municipal boundary (city limits), and not in environmentally sensitive areas or flood-prone areas.

Development Standards

Policy 2.5 The County will ensure the provision of adequate public facilities through zoning ordinances and subdivision regulations that will require that proposed developments provide suitable land area for utilities including, but not limited to, water, sewer, public schools, solid waste and drainage.

Policy 2.6 The County will regulate development within all areas subject to flooding. The adopted Floodplain Maintenance Ordinance shall limit and provide design criteria for land within the 100 year flood zone. Methods including: zoning and subdivision regulations, development clustering incentives and requirements for open space shall be used to minimize adverse development impacts.

Policy 2.7 Potable water wellfields will be protected by requiring contiguous development (located within 660 feet) to either be of very low residential density or be served by central sewer and be consistent with Conservation Element Policy 6.8.

Objective 3 Innovative Land Development Regulations, Agricultural Preservation, Forestry, Open Space, and Rural Compatibility

Encourage ~~the use of~~ innovative land development regulations that promote complementary mixed land uses, compatible development, protection of natural resources, preservation of open space, and the continued viability of agricultural, forestry, aquaculture, and resource-based uses as defining components of Levy County's character, economy, and long-term development pattern.

Planned Unit Development (P.U.D)

Policy 3.1 Innovative land use development patterns, including P.U.D.'s and cluster development shall be permitted and encouraged. Land development regulations shall establish standards for cluster subdivisions.

Open Space and Agricultural Land Protection

Policy 3.2 Open space will be required to be provided within all residential and mixed-use development through lot coverage requirements in the Levy County Land Development Code and the requirement for usable open space as contained within the subdivision regulations. Open space shall be defined as undeveloped land which is free of structures and equipment except that incidental to the land's open space uses. Open space can include, but may not be limited to, the use of land for flood protection, creating a sense of spatial separation for incompatible land uses, the provision of passive recreation, active recreation, or conservation uses, historical site preservation and areas for agricultural operations. All residential development within the Rural Residential (one dwelling unit per 3 acres) Future Land Use designation will be required to preserve open space according to the following criteria:

a. Tracts over 100 acres must retain 40% open space;
b. Tracts over 40 and up to 100 acres must retain 30% open space.

Policy 3.3 Agricultural areas will be protected from ~~the~~ encroachment of incompatible development. Development shall be limited to a minimum tract size of at least ten (10) acres.

Policy 3.4 Commercial forestry areas will be protected from ~~the~~ encroachment of incompatible development. Development shall be limited to a minimum tract size of twenty (20) acres.

Policy 3.5 Future Land Use Map amendments proposing a change in land use to the Rural Residential (RR-one dwelling unit per 3 acres) designation shall meet the following minimum criteria:

a. The property must have direct access to a county paved roadway or a state road;
b. The property must be located within five (5) miles of a public school (or 2 miles of a school bus route);
c. The property must be located within a five (5) mile radius of a municipality or Rural Commercial Node;
d. The property must be located within one (1) mile of property with the Rural Residential land use designation or a pre-existing subdivision of 20 or more lots of the same or higher density;
e. The density of one (1) dwelling unit per three (3) acres is compatible with the surrounding land uses.
f. The minimum parcel size for consideration of densities up to one (1) dwelling unit per three (3) acres is 20 acres. Parcel sizes of less than 20 acres shall be considered only when located adjacent to property with an existing Rural Residential future land use map designation

Policy 3.6 Transfer of development rights or rural land stewardship methods shall be reviewed and evaluated in the future for feasibility in Levy County for the preservation of agricultural lands.

Complementary Mixed Land Use Development

Policy 3.7 Non-residential uses (i.e., commercial, industrial, recreational, community facilities and uses) that are “functionally related” to rural and/or agricultural land uses may be permitted in the rural areas of the County. “Functionally related” uses are those activities and developments ~~which~~ <u>that</u> are consistent with one of the following guidelines and development requirements:

~~a.~~ Occur in connection to farm/agricultural operations, and/or provide services related to the production or marketing of agricultural products. These uses may include, but not limited to, farm equipment repair, large animal veterinary services and farm related sales, packing, crating and shipping facilities. The following development requirements shall apply:

a. ~~1.~~ Maximum lot size shall be three (3) acres; and
b. ~~2.~~ Maximum Floor Area Ratio shall be .35.

Proposed developments shall be reviewed to ensure such development is compatible with surrounding land uses, are not adverse to the public interest and are consistent with the other provisions and requirements in the Comprehensive Plan.

Development Controls

Policy 3.8~~9~~ Regulations for buffering of incompatible land uses shall be set forth in the land development, zoning and subdivision regulations.

Policy 3.9~~10~~ Levy County has adopted sign regulations as a part of the land development regulations. These regulations specify the acceptable types, sizes, locations, and other controls essential to the protection of the public health, safety, and general welfare.

Accessory Dwelling Unit (ADU)

Policy 3.10~~1~~ The County has provisions for an Accessory Dwelling Unit~~s~~ (ADU) which is a second, smaller accessory dwelling permitted on a homesteaded parcel one (1) acre or greater in size. This ~~takes the place of~~ replaces the old guest house and hardship variance provisions. Additionally, this can be a means of providing affordable housing throughout the county.

Objective 4 Coastal Area

Population concentrations shall be directed away from known Coastal High-Hazard Areas and wetland systems ~~through the designation of~~ by designating Conservation areas and coordination with the appropriate local or regional hurricane evacuation plan. Coastal High-Hazard Areas shall include all lands in the Category 1 evacuation zones.

Policy 4.1 Local Hazard Mitigation plans, including the County Hurricane Evacuation Plan, shall be updated annually by the Emergency Management Director to identify needs and ensure adequate services for those population densities proposed on the Future Land Use Map.

Policy 4.2 Land development regulations shall provide for the orderly and well-planned development of hurricane evacuation corridors in order to preserve the safe and efficient traffic circulation on the roadway. This shall include at a minimum, site plan review of all development ~~which~~ that would exceed low density standards for residential development and all commercial development. This review shall give special consideration to traffic circulation and access issues, stormwater drainage and flood protection and the provision of public services and facilities.

Policy 4.3 The County shall coordinate the review of proposed development within Coastal High Hazard areas with appropriate governments and regulatory agencies. Development review procedures and processes will be prepared and considered for adoption to enhance coordination and mitigate potentially adverse impacts of future development and redevelopment activities along hurricane evacuation routes.

Objective 5 Redevelopment and Infill Development

Encourage the redevelopment and revitalization of blighted areas through the implementation of housing programs and land development regulations directed toward the elimination of substandard housing.

Policy 5.1 The County will use the State Housing Initiative Partnership guidelines to improve the housing stock and provide housing for very low, low and moderate income households by administering services for:

a. Purchase assistance;
b. Rehabilitation and repair;
c. Emergency home repair for the elderly.

Policy 5.2~~3~~ The County shall use the remedial provisions of the standard building code and consider adoption of a standard code addressing substandard housing.

Policy 5.3~~4~~ The County will promote safe and sanitary housing and discourage substandard conditions through the permitting process and enforcement of the Florida Building Code and land development Regulations.

Policy 5.4~~5~~ The County will continue to enforce appropriate regulations regarding illegal junkyards.

Policy 5.5~~6~~ The County will coordinate rehabilitation and/or demolition programs with the North Central Florida Regional Housing Authority to further efforts to eliminate substandard housing.

Policy 5.6~~7~~ The County will pursue federal, state or locally developed subsidy programs to assist in the elimination of substandard housing.

Policy 5.7~~8~~ An exception to the standards in this plan is allowable for affordable housing, as a means of reducing land and infrastructure costs, as follows:

a. The minimum lot size is reduced to 3,000 square feet for single-family districts within an MSD and with both central sewer and central water available, with a commensurate reduction in lot width to 30 feet and lot depth to 70 feet.
b. There is no minimum lot size for affordable housing constructed in single-family residential districts.

The exceptions above apply to lot size. No exception to the number of dwelling units per acre in the various Future Land Use categories may be granted.

Policy ~~5.8~~9 The Planning and Zoning Director or designee may grant an administrative variance to the front yard setback requirements for affordable housing if it is necessary to allow infill development to conform to the setbacks of existing homes on either side, even if those setbacks

are nonconforming.

Objective 6 Non-Residential Uses in Rural Areas

Reduce the number and intensity of non-residential uses in the rural areas that are inconsistent with the community's character and future land uses by encouraging the conversion of these uses to less intense and more compatible uses.

Rural Commercial Development

Policy 6.1 Allowable rural commercial uses will be encouraged to utilize existing residences for professional offices and to provide for low intensity neighborhood retail services. New structures and non-office commercial uses may be permitted and shall be consistent with the following guidelines and criteria.

a. Development and Location Guidelines:

1. Proposed development shall provide landscaping and buffering to blend with existing uses and generally be limited to services/retail uses that serve the needs of the immediate neighborhood(s);

2. The site must be highly accessible to adjacent residential areas.

3. The applicant shall document the demonstrated need for the proposed development.

b. Access and Spacing Criteria:

1. The site must have paved frontage and be located along a collector or minor arterial roadway. Access at an intersection shall be from the lower classified roadway to the maximum extent possible.
2. Establishment of new development shall be approved based on the following spacing requirements to encourage compact, contiguous development and discourage urban sprawl development patterns.

    a. Proposed development/uses shall not exceed a spacing distance of 1320 feet from an existing business(s); or
    b. If the location is ~~beyond~~ more than 1320 feet ~~of~~ from existing business(s), proposed development shall not be approved within six (6) miles of an established business.

c. General Provision:

~~1.~~ Proposed development shall be consistent with development standards and guidelines in the Comprehensive Plan and land development regulations.~~;~~

The intent is that all commercial uses are contained within a 1/4 mile parameter and conform to Rural Commercial node standards. At the time three businesses are established within a 1/4 mile radius, the County may consider the establishment of a rural commercial node.

Policy 6.2~~3~~ Existing and continually active commercial and industrial land uses, as of January 23, 1990, located outside designated Municipal Service Districts shall be recognized as conforming rural commercial (CRC) uses.

Policy 6.3~~4~~ The County will encourage redevelopment of conforming rural commercial (CRC) uses to developments and activities that are consistent with the Future Land Use map series.

a. Changes in the primary use of these properties shall be limited to uses of equal or less intensity as provided in the land development regulations.
b. Expansion and/or change of use of conforming rural commercial or industrial uses shall only be allowed on the developed parcel of record and shall meet all current development and buffering standards.
c. Re-establishment of a use that is inconsistent with the Future Land Use map series, which has been abandoned or discontinued for a period of one (1) year, shall be prohibited.

Policy 6.4~~5~~ The County will identify non-residential uses that are inconsistent with the Future Land Use map series and use tracking procedures to ensure that change of uses, expansions and modifications are consistent with Policy 6.3~~6.4~~.

Objective 7 Natural and Historical Resources

Ensure that natural and historical resources are protected from the adverse impacts of development.

Policy 7.1 The County supports the State acquisition of environmentally unique or endangered areas, specifically those areas that will be accessible to the public. Resource-based and/or activity-based recreation area~~s~~ plans by the County and/or State will be developed to provide maximum access and utilization by the public.

Policy 7.2 The Levy County Land Development Code shall provide for the evaluation of unique natural areas within the 100-year floodplain of the Suwannee River system during the development review process. The identification of such areas shall be based on the best available information provided by the Suwannee River Water Management District or other appropriate sources, including but not limited to, vegetative land cover mapping, resource investigations, and special site investigations. Strategies for protecting unique natural areas shall be coordinated with state and regional resource management agencies.

Policy 7.3 Rural residential development proposed contiguous to the Cedar Key Scrub State Reserve, Manatee Springs State Park and the Wacassassa River shall trigger an automatic request for a review and comment by all affected Federal, State, Regional and Special District agencies prior to approval by the County.

Policy 7.4 The County will coordinate the review of proposed development plans in

environmentally sensitive areas with the appropriate resource management agency and where appropriate, with adjacent cities, counties, special districts, and the Regional Planning Council.

Policy 7.5 Historic resources shall be protected by designation as historic sites by the State or the County.

Policy 7.6 Adaptive re-use of historic structures shall be given priority over activities that would harm or destroy the historic value of such resources.

Objective 8 Intergovernmental Coordination

Coordinate the Levy County Comprehensive Plan with the River Basin Resource Planning and Management Programs via formal intergovernmental agreements.

Policy 8.1 The County will prepare draft intergovernmental agreements establishing a mechanism to enhance the coordination of plans to manage and protect natural resources with the Suwannee River Water Management District (SRWMD) and the Southwest Florida Water Management District (SWFWMD). Final agreements will be adopted by resolution by the County.

Policy 8.2 The Levy County Comprehensive Plan will be reviewed and revised as necessary to ensure consistency with changes in Water Management District plans and their plans for the various basins.

Objective 9 Evaluation of the Comprehensive Plan

Evaluation and appraisal of the Levy County Comprehensive Plan at least once every 7 years, consistent with the schedule published by the state land planning agency as defined in Chapter 163, Florida Statutes, as amended from time to time. ~~Florida Department of Economic Opportunity.~~

Policy 9.1 Data and analysis resulting from the Evaluation and Appraisal process shall serve as updates and appendices to previous Levy County Comprehensive Plan Data and Analysis sections.

Policy 9.2 The future land use plan shall be based upon surveys, studies, and data regarding the area. Criteria shown in Policy 11.1 shall be used, as applicable, as the basis for the countywide allocation of lands for residential and non-residential land use categories.

Policy 9.3 The County shall review and assess the boundaries of each Municipal Service District (MSD) during the Evaluation and Appraisal process or periodically, in coordination with the appropriate municipality, and may amend MSD boundaries based on the criteria established in Policies 11.1 and 11.~~2~~.

Objective 10 Compatibility

The County shall strive to ensure compatibility between existing active agricultural lands and new subdivisions with a density greater than one dwelling unit per 10 acres.

Policy 10.1 All new subdivisions proposed to be developed adjacent to agricultural land uses or existing agricultural operations shall provide design elements on the plat to mitigate the potential for nuisances caused by either use. Such design elements may include: larger lots than the minimum required for the land use designation, increased setbacks along the boundary abutting the agricultural land use, provision of a non-deciduous vegetative screening, and an interior road system designed to direct traffic away from intensive farming operations.

Policy 10.2 The determination of the appropriate setback distance, the adequacy of the methods proposed for screening and buffering between the agricultural land use and the development, and the design of the interior road system will be directly related to the agricultural land use designation or the type of existing agricultural activity that is carried out on the land adjacent to the new development. Such design elements shall be shown in detail on the preliminary plat offered for review by the planning commission, and subsequently approved or denied by the board of county commissioners.

Policy 10.3 The County, through its land development code <u>regulations</u>, shall require minimum setbacks and screening and buffering for all new subdivisions and developments abutting active agricultural lands or other incompatible land uses. These regulations shall address potential off-site impacts such as noise, dust, light, and stormwater run-off issues associated with the characteristics of the new development.

Objective 11 Amendments to the Future Land Use Map

Establish the basis and evaluation criteria for future land use map changes.

Policy 11.1 The County will review proposed changes to the Future Land Use Map by using the following evaluation criteria:

1. Consistency with the Levy County Comprehensive Plan.
2. An analysis of the amount of land required to accommodate anticipated growth
3. The projected permanent and seasonal population of the area.
4. The character of undeveloped land, soils, topography, natural resources, and historic resources on site.
5. The availability of water supplies, public facilities, and services.
6. The need for redevelopment, including the renewal of blighted areas and the elimination of nonconforming uses which are inconsistent with the character of the community.
7. The compatibility of uses on lands adjacent to an airport as defined in. Section 330.35, Florida Statutes, and consistent with Section 333.02, Florida Statutes.
8. The discouragement of urban sprawl as defined in Section 163.3164, Florida Statutes, and consistent with the indicators in Section 163.3177(6)(a)9., Florida Statutes.
9. The need for job creation, capital investment, and economic development that will strengthen and diversify the community's economy.
10. The need to modify land uses and development patterns within antiquated subdivisions as defined in Section 163.3164, Florida Statutes.

Policy 11.2 In addition to the evaluation criteria stated in Policy 11.1, expansion of a municipal service district (MSD) shall be in the form of a large-scale land use amendment that demonstrates the following, as applicable:

1. ~~4.~~ The additional land use acreage is required at urban densities and intensities to meet the needs of development within Levy County;
2. ~~5.~~ Lands within the existing MSD are not capable or suitable for the type of urban development proposed, with the resulting need for additional land to meet the existing need for urban development;
3. ~~6.~~ Population growth projections have changed with a resulting need for additional land at urban densities or intensities;
4. ~~7.~~ Changes in the economy, lifestyle, housing styles, or development expectations result in a need for additional land at urban densities or intensities;
5. ~~8.~~ Expansion of an MSD area does not result in a negative impact on environmentally sensitive lands or natural resources;

Objective 12 Compatibility of Lands Adjacent to an Airport

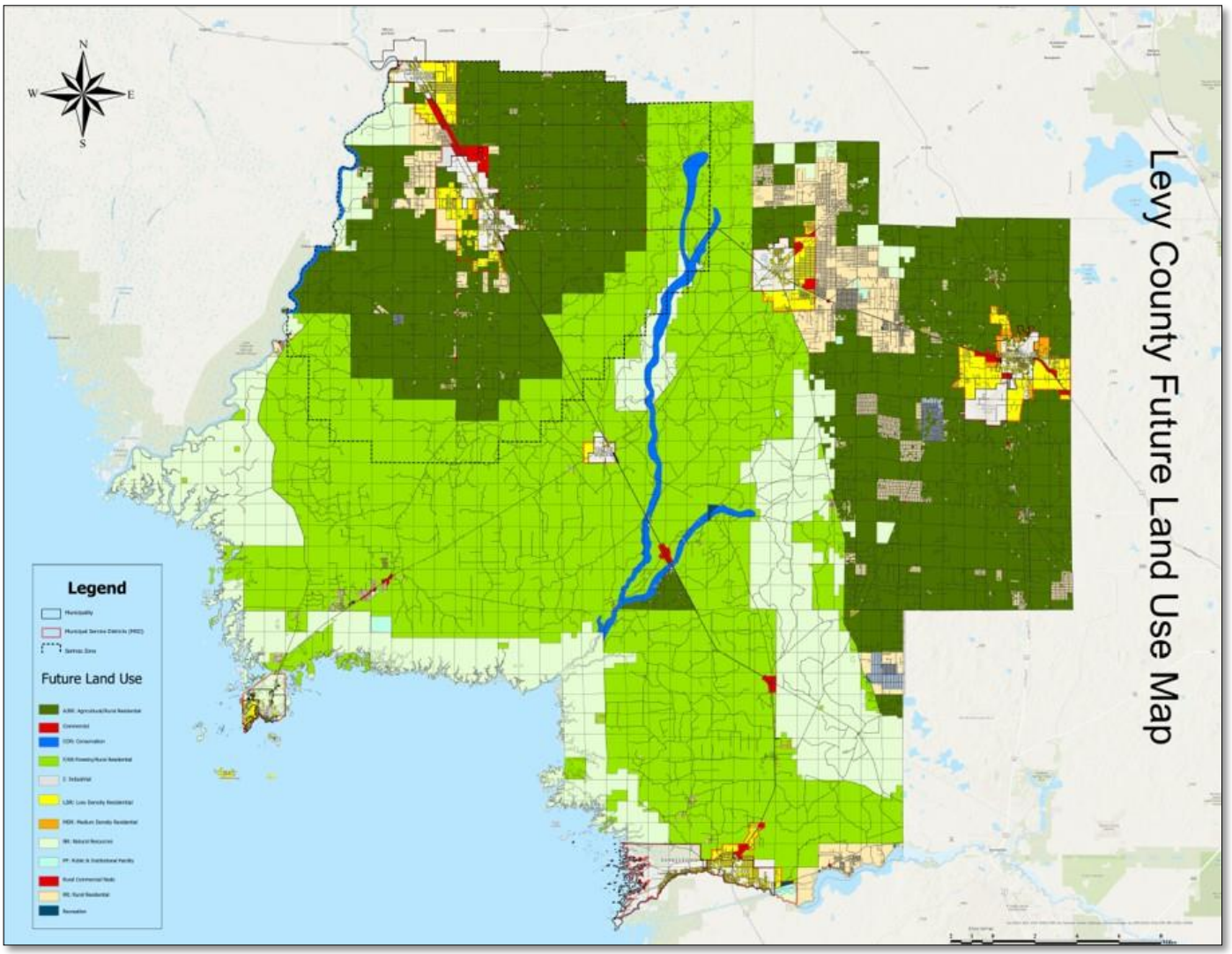
Achieve the compatibility of lands adjacent to the George T. Lewis Airport through land development regulations and coordination with surrounding jurisdictions.

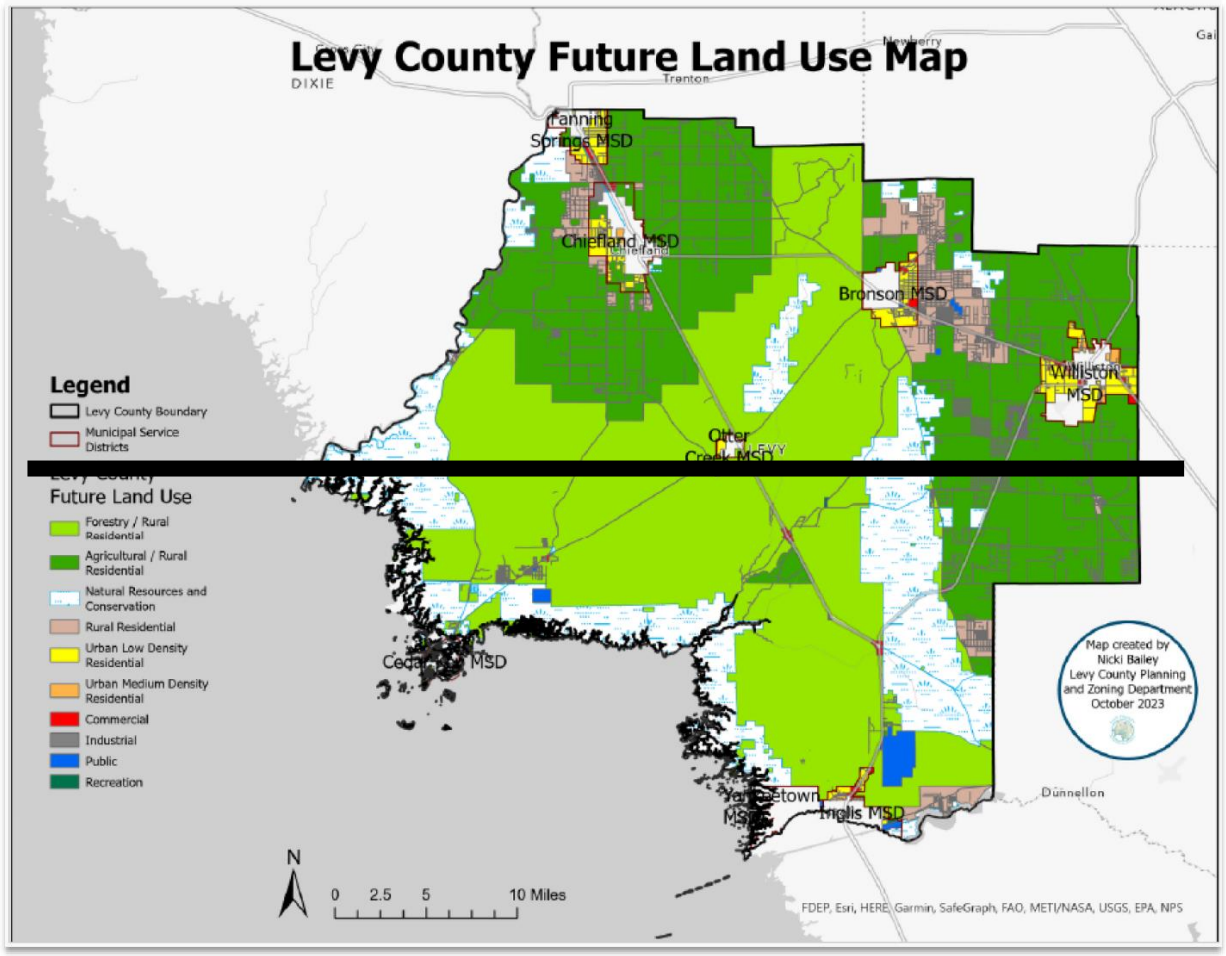
Policy 12.1 Levy County shall use the George T. Lewis Airport Master Plan as the future land use guide for development in and around the airport.

Policy 12.2 The Levy County Land Development Code shall include regulations concerning airport zones, airport height limitations, and airport land use restrictions.

Policy 12.3 Levy County shall coordinate with Cedar Key on new development or redevelopment at the airport to ensure compatibility with surrounding land uses.

Levy County Future Land Use Map




Levy County Future Land Use Map
DIXIE
Trenton
Newberry
Fanning Springs MSD
Chiefland MSD
Bronson MSD
Williston MSD
Otter Creek MSD
Cedar Key MSD
Yankeetown MSD
Inglis MSD
Dunnellon
Legend
Levy County Boundary
Municipal Service Districts
Future Land Use
Forestry / Rural Residential
Agricultural / Rural Residential
Natural Resources and Conservation
Rural Residential
Urban Low Density Residential
Urban Medium Density Residential
Commercial
Industrial
Public
Recreation
N
0 2.5 5 10 Miles
Map created by Nicki Bailey Levy County Planning and Zoning Department October 2023
FDEP, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS

HOUSING ELEMENT

GOALS, OBJECTIVES AND POLICIES

Element Guide:

Objective 1 Affordable Housing

Community Development Principles

Objective 2 Implementation of Housing Programs

Program Development

Funding

Inventory

Objective 3 Very Low, Low and Moderate Housing

State Housing Initiative Partnership

Affordable Housing Location Guidelines

Development Incentives

Affordable Housing Standard

Objective 4 Substandard Housing

Development Standards

Rehabilitation and Demolition

Funding

Relocation Housing

Objective 5 Licensed Group Homes and Foster Care Facilities

Community Residential Homes ~~Siting Guidelines~~

Objective 6 Historic and Significant Housing

Historic Resource Protection

Rehabilitation and Readaptive Reuse

Goal:

Develop housing programs through coordinated efforts by the public and private sector, to maintain, improve and promote an adequate supply of safe and affordable housing in areas served by infrastructure to meet the current and projected needs of the County.

Objective 1 Affordable Housing

Provide multiple options for quality, safe, and affordable residential development to meet the needs of current and future residents, and households with special needs.

Policy 1.1 Designate an adequate amount of land for residential development in locations that efficiently use infrastructure and public services. Provisions for infrastructure to serve residential development shall be consistent with standards and guidelines in the Infrastructure and Transportation Circulation Elements.

Community Development Principles

Policy 1.2 Promote the development of affordable housing by coordinating local community development plans with State and Federal housing plans and programs.

Policy 1.3 Land development regulations will provide incentives for innovative development design and provisions for flexible housing design to promote residential development to meet a broad range of needs.

Policy 1.4 Zoning regulations will provide for a variety of housing types and needs, including conventional, modular and manufactured housing, duplex-triplex housing, accessory dwelling units, and explore farm worker housing.

Policy 1.5 Permitting and development regulations shall be continually reviewed and amended to eliminate excessive requirements, minimize private sector~~'s~~ costs, address special housing needs (i.e., foster homes, group homes), and enhance the efficiency of the development process.

Policy 1.6 Levy County will continually review and develop standards and guidelines to enhance compatibility between residential and non-residential uses, and to preserve the character of neighborhoods and the community.

Policy 1.7 Encourage the provision of appropriate indoor and outdoor recreation and community facilities in residential developments.

Policy 1.8 Encourage developments which provide for innovative mixes of housing types and land uses, and efficient uses of space, energy and resources.

Policy 1.9 Continue to offer flexible housing options such as accessory dwelling units (ADU) that meet minimum criteria, as a way to address the county's affordable housing initiative.

Objective 2 Implementation of Housing Programs

Develop housing programs that coordinate public and private resources to supply affordable housing for current and future residents.

Program Development

Policy 2.1 The County has established an Affordable Housing Advisory Committee (AHAC) to address affordable housing, redevelopment/neighborhood stabilization and the

rehabilitation of historic and/or substandard housing programs needs. The committee consists of public, private and non-profit sectors entities.

Funding

Policy 2.2 The County will identify private and not-for-profit organizations, and funding alternatives available to assist in efforts to provide affordable housing.

Policy 2.3 Increase local awareness of available local, state, and federal housing assistance programs.

Inventory

Policy 2.4 The County will develop a database to inventory public lands and identify public lands that are suitable for developing affordable housing.

Policy 2.5 An inventory of substandard housing, with households eligible for housing assistance, will be established annually, with a priority ranking based on housing conditions.

Policy 2.6 Support housing assistance programs for neighborhoods evidencing a need for revitalization, including, but not limited to, the east Williston and Chiefland areas. Revitalization projects shall be implemented contingent upon available funding sources.

Objective 3 Very Low, Low and Moderate Housing

Ensure an adequate supply of new housing is available for very low, low and moderate-income households and ensure adequate sites for affordable housing including, mobile and manufactured homes as well as accessory dwelling units (ADU).

State Housing Initiative Partnership (SHIP)

Policy 3.1 Levy County will use the State Housing Initiative Partnership (SHIP) guidelines to improve the housing stock and provide housing for very low, low and moderate income households by administering services for:

a. Purchase assistance;
b. Rehabilitation and repair;
c. Emergency home repair for the elderly.

Policy 3.2 Levy County land development regulations will allow flexibility in siting affordable housing for very low, low and moderate income housing, and special needs populations including, rural, farm worker and elderly households.

Affordable Housing Location Guidelines

Policy 3.3 Very low, low, and moderate housing and households with special needs will be encouraged in the following locations:

a. In locally identified "infill" areas where public facility capacity is available for residential development;

b. Locations that will reduce the need for automobile travel and provide employment opportunities, recreation and other personal services within walking distance;

c. Areas in close proximity to public facilities (i.e., fire, rescue, medical facilities) and community services (shopping, health care, schools, public transportation).

Development Incentives

Policy 3.4 Use and continue to develop private sector incentives and requirements to provide affordable housing for large-scale residential developments. At a minimum, the development will provide public facilities and services at the level of service standard established in the plan.

Policy 3.5 Establish permitting procedures that streamline the development review process to minimize cost, reduce the overall process time, especially for affordable housing projects.

Affordable Housing Standard

Policy 3.6~~7~~ The affordability index for housing will be adjusted annually for family size and income according to the U.S. Department of Housing and Urban Development published tables.

Affordable housing is defined as monthly rents or monthly mortgage payments including taxes, insurance and utilities that ~~does~~ do not exceed 30 percent of the median adjusted gross annual income for the households indicated.

Policy 3.7~~8~~ Residential developments shall provide an adequate mix of affordable housing. Low-income and moderate-income housing, as part of large-scale developments, will be encouraged.

Objective 4 Substandard Housing

Reduce substandard housing by the year 2025 to no more than 400 dwelling units and enhance the quality of housing and environment in established neighborhoods.

Development Standards

Policy 4.1 Levy County will promote safe and sanitary housing and discourage substandard conditions through the permitting process and enforcement of the Florida Building Code and land development Regulations.

Policy 4.2 No substandard housing units may be occupied until upgraded to meet all Standard Housing Code requirements.

Policy 4.3 Contractors engaged in residential repairs or new construction will be licensed and/or regulated, according to local ordinances, as a means of protecting the public health, safety and general welfare.

Rehabilitation and Demolition

Policy 4.4 Levy County will coordinate rehabilitation and/or demolition programs with the North Central Florida Regional Housing Authority to further efforts to eliminate substandard housing based on the following principles:

Relocation: No household will be displaced until decent, safe, affordable replacement housing is available.

Rehabilitation: All improvements shall meet the adopted Florida Housing Code criteria for materials and construction methods.

Funding

Policy 4.5 Levy County will pursue federal, state, or locally developed subsidy programs to assist in the elimination of substandard housing.

Relocation Housing

Policy 4.6 Levy County shall provide relocation assistance for residents displaced as a result of government activities and by natural events.

Policy 4.7 Levy County land development regulations shall establish relocation requirements and standards. Each household displaced by government action or by a natural event shall be provided with at least one relocation housing opportunity.

Objective 5 Licensed Group Homes and Foster Care Facilities

Ensure adequate sites for group homes and foster care facilities licensed or funded by the Florida Department of Health in appropriate residential areas to meet the needs of the residents.

Policy 5.1 Group homes and foster care facilities are defined as Community Residential Homes, consistent with Chapter 419, Florida Statutes and will be allowed in all residentially zoned districts.

Community Residential Homes

Policy 5.2 Community Residential Home siting guidelines will be ~~allow~~ as provided in Ch. 419, Florida Statutes

Objective 6 Historic and Significant Housing

Identify, conserve, and rehabilitate historically significant buildings and districts that contribute to the heritage and architectural character of the County.

Policy 6.1 Use the Florida Master Site File inventory to identify historic and archeological sites and provide technical assistance to promote the nomination of these sites for listing on the national register.

Historic Resource Protection

Policy 6~~.~~.2 Historic and archeological sites will be identified as Environmentally Sensitive Lands and will be protected from the adverse impact of development through provisions in the Levy County land development regulations.

Rehabilitation and Readaptive Reuse

Policy 6.3 The County will promote the preservation of historic structures through housing rehabilitation and readaptive uses. Technical assistance and information will be provided for applications to use state and federal assistance programs. Alternative uses may include, but are not limited to, commercial, recreational, or tourism related activities.

Policy 6.4 The County will pursue funding to survey and assess historical and archeological resources.

ECONOMIC ELEMENT

GOALS, OBJECTIVES AND POLICIES

Element Guide:

Objective 1 **Economic Development Strategies**
Economic Development Agency
Marketing Program
Incentives

Objective 2 **Support Educational and Job Training Programs**

Objective 3 **Planning and Development**
Future Development
Development Services

Objective 4 **Protection of Rural and Environmental Quality**
Resource and Cultural-Based Recreational Development and Activities
Environmental Protection

Goal:

Promote the growth of a strong, stable and prosperous economy through public and private economic development initiatives that preserves and enhances a high quality of life for the residents while protecting the natural, recreational, historical and cultural resources of the County.

Objective 1 Economic Development Strategies

Develop strategies and support programs that promote a diversified economic base, create high paying jobs, enhance educational and vocational job training opportunities, support existing business and industry and encourage the relocation of new business and industry.

Economic Development Agency

Policy 1.1 The County designated the Nature Coast Business Development Council as the agency to coordinate the economic development activities in the public and private sectors. The County supports this economic development agency with adequate services and monies, subject to the availability of funds.

Marketing Program

Policy 1.2 The County, through its designated economic development agency, shall develop a marketing program which shall include:

a. A centralized database containing a profile of local and regional demographic and workforce characteristics, and an inventory of available

commercial, industrial, agricultural lands, buildings, and infrastructure;

b. County promotional packet including a labor market survey, statistics on the wage rates, available compensation packages, training and job skill of the County;

c. A list of targeted industries, including the identification of local business and industry expansion opportunities;

d. An inventory of funding sources to assist existing business and industry and to encourage the new business and industry to relocate in the County;

e. Any other information that would be helpful to a business considering expansion or relocation.

Incentives

Policy 1.3 To attract desirable new business and industry, economic development incentives may include the following: industrial development revenue bond (IRB); tax incentive; tax increment financing (TIF) and; ad valorem tax relief inducement to new business during start-up, may be granted.

Policy 1.4 The County shall continue to develop and support programs to ensure that adequate infrastructure, efficient transportation networks, and a sufficient amount of land is available to meet the current and future need for existing businesses and industry.

Policy 1.5 The County shall encourage the expansion of the wholesale trade and manufacturing sectors in the County

Objective 2 Support Educational and Job Training Programs

Broaden the range of job opportunities and the employment base through support of educational and workforce development programs and initiatives.

Policy 2.1 Levy County will support, through the Levy County School Board, plans to market vocational/technical education to elementary and secondary school children

Policy 2.2 The County will encourage state officials to increase funding for all levels of education.

Objective 3 Planning and Development

Facilitate economic development through the provision of public facilities and development services, land use planning, intergovernmental coordination and cooperative efforts between the public and private sectors.

Future Development

Policy 3.1 Provide adequate amounts of land for future development and expansion in suitable locations for agricultural/aquacultural, commercial and industrial land uses.

Policy 3.2 Identify and pursue State and Federal funding sources to provide and improve infrastructure in areas of growth and/or are necessary to protect the natural resources.

Policy 3.3 Direct and encourage commercial and industrial development in locations that are highly accessible and have adequate infrastructure to serve existing and future needs.

Policy 3.4 All applications for large scale comprehensive plan amendments shall contain a fiscal impact analysis using a methodology approved by the Levy County Planning and Zoning Department.

Development Services

Policy 3.5 Develop methods to improve development services through the streamlining of planning, zoning and permitting issues and processes.

Policy 3.6 Coordinate plans review and permitting with appropriate agencies to improve the efficiency of the development review process and reduce the amount of time taken to achieve approval.

Policy 3.7 Develop and implement buffering and landscape standards through the Levy County land development regulations, to promote compatibility between Commercial/Industrial uses and other land uses.

Objective 4 Protection of Rural and Environmental Quality

Encourage the development of business and industry that enhances and preserves the rural quality of life, cultural, historical and environmental resources in Levy County.

Policy 4.1 Preserve the rural quality of life through the coordination of land use and development plans for areas adjacent to municipalities and other counties. Proposed land use and development plans will be reviewed to ensure consistency with other local Comprehensive Plans, promote the efficient use of public facilities and develop compatible land use patterns.

Policy 4.2 Levy County will provide multiple options for agricultural, aquacultural, industrial and recreation related development through the Land Development Regulations.

Resource and Cultural Based Recreational Development and Activities

Policy 4.3~~5~~ Develop a plan to market recreational, historical and cultural resources at a local, regional and national level.

Policy 4.4~~6~~ Levy County, in coordination with municipalities and Chambers of Commerce, shall encourage promotion activities for civic festivals to attract tourists

Environmental Protection

Policy 4.5~~7~~ Growth and development plans will be coordinated with appropriate regulatory and non- regulatory agencies to protect the quality of natural resources.

Policy 4.6~~8~~ Promote eco-tourism through the development and improvement of public recreational opportunities and recreational initiative including, but not limited to, the Tri-County Nature Coast Greenway.

TRANSPORTATION CIRCULATION ELEMENT

GOALS, OBJECTIVES AND POLICIES

Element Guide:

Objective 1 **Transportation Systems**
Access Point and Driveway Standards

Objective 2 **Coordination with the Future Land Use Map**
Road Level of Service

Objective 3 **Intergovernmental Coordination / Transportation Planning**
Williston Airport
Cedar Key Airport Master Plan
Strategic Intermodal System (SIS) Designation
Strategic Intermodal System (SIS Highways)
SIS Level of Service
Transportation Disadvantaged
New Turnpike Proposals Inconsistent with ~~in~~ Agriculture, Forestry, Conservation and Natural Reservation Land Uses

Objective 4 **Right-of-Way Preservation**
Section Line Right-of-Way
Typical Road Construction Standards
SIS Right-of-Way Preservation
Concurrency Management / SIS

Goal: Maintain a safe and efficient Levy County transportation network for all users by providing adequate transportation facilities and ensuring that roadways operate at adoptable level of service standards.

Objective 1 Transportation Systems

Provide for a safe and efficient motorized and non-motorized transportation system through appropriate access, satisfactory design standards, and maintenance of infrastructure.

Access Point and Driveway Standards

Policy 1.1 Connections and access points of driveways and roads to the state, federal and local highway network shall be limited to a minimum spacing as follows:

Functional Class	Access Management Class	Minimum Connection Spacing [Streets & Driveways] Over 45 MPH	Under 45 MPH
Principal Arterials	2	1,320	660
Minor Arterials	4	660	440
Major Collectors	6	440	245
Minor Collectors	6	440	245
Local Street	7	125	125

For direct connection to state and federal highways, the Florida Department of Transportation (FDOT) Access Management Rule in Chapter 14-97, Florida Administrative Code, is adopted by reference. Where a conflict develops, the more restrictive standard shall apply.

On County roads, the design criteria and construction standards for turning lanes, aprons, radii and other features, including bike lanes and sidewalks, will be incorporated into the subdivision regulations, land development regulations, and a public works manual. On state roads, FDOT design criteria and construction standards shall apply. The applicant or representative applying for an access permit on a road shall secure the appropriate County or FDOT driveway permit and follow the County's or FDOT's respective procedures.

Policy 1.2 The adopted Levy County Land Development Code will require shared [dual] access and cross-access agreements as a precondition to issuing development permits for the highway frontage of pre- platted subdivisions.

Policy 1.3 All development proposals shall include provision for safe and efficient on-site traffic flow, both pedestrian and vehicular, and provide for adequate internal traffic circulation and vehicular parking. Minimum standards for number of parking spaces, aisle and space dimensions, drainage, landscaping, curve radii, bike lanes, sidewalks and construction materials shall be adopted as a part of the Levy County subdivision regulations, and/or public works manual, as appropriate.

Policy 1.4 In planning for new or improved transportation facilities, the County will consider incorporating bicycle and pedestrian ways for the purpose of connecting residential areas to recreational areas, schools and shopping areas within neighborhoods and communities.

The County may provide or require the provision of bicycle/pedestrian facilities through the Levy County Land Development Code. Site and locational needs will be assessed by the Development Department, and costs will be estimated by the Road Department.

Policy 1.5 A priority listing for re-surfacing collector highways will be developed annually. The list will be used for general planning purposes and will be revised according to available funding or emergencies.

Roadways will be ranked in part based on current and projected traffic volumes, deficiency, improving safety with supporting crash data, maintenance efficiency, and function of the County's transportation system. Development of new criteria for setting priorities for maintenance and repair will be based on recommendations from the Levy County Road Department.

Policy 1.6 The County will consider the establishment of special taxing districts (i.e., Municipal Service Taxing Unit (MSTU), Municipal Service Taxing District (MSTD) and other methods, to ensure the adequate provision of infrastructure and to provide paved streets in residential areas not subject to subdivision regulations.

Policy 1.7 The County will maintain the existing system of collectors, and continue to widen pavements which do not meet minimum width standards.

Objective 2 Coordination with the Future Land Use Map

Coordinate the development of a traffic circulation system with planned growth areas shown on the Future Land Use Map series to promote compact contiguous development pattern.

Policy 2.1 The County will utilize the adopted Functional Classification Map showing the arterial, collector and local street system in developing an efficient and safe roadway network.

Road Level of Service

Policy 2.2 The peak hour level of service (LOS) standard for County and non SIS roads is "C" New development shall bear a proportionate share of the cost of providing new or expanded public facilities and infrastructure required to maintain adopted levels of service through the County's proportionate fair share ordinance, impact fees, site-related developer dedications, and developer contributions. The County may terminate the issuance of building permits, for non-deminimis impacts to the affected segment until the deficiency is corrected.

Transportation facilities needed to serve new development shall be in place and able to serve new development at the time a development permit, or its functional equivalent, is issued, or if the transportation facilities and services to be provided are the subject of a binding, executed contract for construction of the facilities or services at the time the development permit is issued, or the necessary facilities or services are guaranteed in an enforceable development agreement at the time the development permit is issued, pursuant to Levy County Land Development Code.

Concurrency management mechanisms will be developed to ensure that the efficiency of the transportation system is maintained and protected from avoidable degradation of the adopted Level of Service along roadways under the County's jurisdiction. No land use change or development project shall be approved if the projected impacts indicate that the level of service will fall below the adopted Level of Service "C".

Policy 2.3 Through the Levy County subdivision regulations, and consistent with Chapter 177, Florida Statutes, the County shall implement road access and design requirements to promote the safe and orderly development of transportation networks for current and future land use needs. The County will continue to review and revise subdivision standards to ensure that adequate infrastructure is provided by residential developments.

Policy 2.4 The County will discourage commercial strip development along major highways by limiting community and regional level commercial development to areas and nodes designated for Commercial land uses shown on the Future Land Use Map. Approval criteria for proposed land uses and rezoning will be based on findings to include, but not limited to, the availability and efficient use of public facilities, accessibility and the capacity of the roadways.

The Levy County Land Development Regulations shall establish minimum standards for curb cuts, setbacks, frontage roads, bike lanes, sidewalks and access according to functional classification of the roadway using Rules 14-96 and 14-97, F.A.C. as guidelines.

Policy 2.5 In accordance with Section 163.3180, Florida Statutes, the County shall provide a means by which new development will be assessed a proportionate share of the cost of providing the transportation facilities necessary to serve the proposed development. However, new development shall not be held responsible for contributing to deficient transportation facilities.

Objective 3 Intergovernmental Coordination / Transportation Planning

Coordinate with the plans and programs of appropriate metropolitan planning organizations, public transportation authority, transportation disadvantaged programs, adjacent counties, resource planning and management programs prepared pursuant to Chapter 380, Florida Statutes and the Florida Department of Transportation's (FDOT) 5-Year Transportation Plan.

Williston Airport

Policy 3.1 The County will coordinate planning and development with the City of Williston to improve the Williston Municipal Airport.

Cedar Key Airport Master Plan

Policy 3.2 The adopted Cedar Key / George T. Lewis Airport Master Plan recommendations will be implemented in accordance with budgetary constraints and the availability of financial assistance from state and federal sources. Relocation alternatives will be considered as a means of determining the feasibility of reducing County infrastructure in a Coastal High Hazard area.

Strategic Intermodal System (SIS) Designation

Policy 3.34 U.S. Highway 19, U.S. Highway 27, and U.S. Alternative Highway 27/S.R. 500 are designated as Strategic Intermodal System (SIS) Rural Principal Arterial corridors. SIS corridors are shown on the County's Functional Classification Map.

Future additions or deletions to the designated SIS corridor plan shall be coordinated with the Florida Department of Transportation to ensure adequate right-of- way protections and acquisition, access management and the provision of traffic signals.

Strategic Intermodal System (SIS Highways)

Policy 3.45 The County shall consult with the Florida Department of Transportation when proposed Comprehensive Plan Amendments affect facilities on the Strategic Intermodal system.

The Florida SIS highways in Levy County include U.S. 19, U.S. 27, and U.S. Alternative Highway 27 /S.R. 500.

SIS Level of Service

Policy 3.5~~6~~ Strategic Intermodal System roads within the County shall have the following LOS standard:

Segment	Functional Class	LOS Standard	Access Management Standard
US 19 Principal	Arterial/Rural	C	SIS 4 lanes/divided Controlled Access
US 27/U.S. Alt27/SR 500	Principal Arterial/Rural	C	SIS 4 lanes/divided Controlled Access

Policy 3.6~~7~~ All access to state roads shall be consistent with the Florida Department of Transportation's Access Plan (Rules 14-96, Access Permitting Process and 14-97, Access Standards, F.A.C.**).** FDOT design criteria and construction standards shall apply. The applicant or representative applying for an FDOT access permit shall secure the appropriate FDOT driveway permits and follow the FDOT's procedures.

Transportation Disadvantaged

Policy 3.7~~8~~ The County shall support the provision of transportation services to the transportation disadvantaged, and will continue to vigorously pursue state and federal grant programs to support both operating and capital funding.

New Turnpike Proposals Inconsistent ~~in~~ with Agriculture, Forestry, Conservation and Natural Reservation Land Uses

Policy 3.8~~9~~ New Greenfield Turnpikes, toll roads, or other forms of new Principal Arterial highways are inconsistent with Future Land Use Map categories: Agricultural/Rural Residential, Forestry/Rural Residential, Conservation and Natural Reservation.

Objective 4 Right of Way Preservation

Provide for the protection of existing and future rights-of-way from building encroachment.

Section Line Right- of- Way

Policy 4.1 All new developments, regardless of size or location, shall provide a section line right-of- way dedication for future road construction, unless future extension is clearly impractical or undesirable, in addition to any required setback adopted by the County Land Development Code. On the existing transportation network, developments shall be set back from the center of the existing right-of-way. Adequate right-of-way shall be preserved using the ~~below standards~~ standards below:

a. ½ the minimum right-of-way required by the Levy County Land Development Code for setbacks;
b. SIS roads shall include an additional fifty (50) feet on each side of the setback centerline for the purpose of future right-of-way and frontage road needs;
c. Where existing right-of-way width is inadequate, the developer shall dedicate that portion necessary to meet or exceed those standards as adopted in the Levy County Land Development Code as a condition to receiving any development approval or zoning change.

Typical Road Construction Standards

Policy 4.2 County minimum road construction standards are adopted by reference to the then current version of the following manuals of the Florida Department of Transportation: *Standard Specifications for Road and Bridge Construction, and Design Standards for Design, Construction, Maintenance and Utility Operations on State Highway System, and Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways*. In the event that an inconsistency should develop between the adopted Levy County Land Development Code and Plan policies and the Florida Department of Transportation standards, the more restrictive standard shall prevail.

SIS Right-of-Way Preservation

Policy 4.3 Preserve the functional integrity of the Strategic Intermodal Highway System (SIS) road segments in the County. Adequate right-of-way shall be provided for by all development. As used here, "provided for" means a right-of-way reservation.

Policy 4.4 The County will coordinate with the Florida Department of Transportation to ensure that the levels of service on the principal arterial system remain at or above the adopted LOS C; and, that as a result, no moratoria on growth and development become necessary.

Concurrency Management / SIS

Policy 4.5 The County shall review all development proposals to ensure consistency with Strategic Intermodal System level-of-service standards established by the Florida Department of Transportation.

Level of Service (LOS) is a qualitative measure defined as the ability of a maximum number of vehicles to pass over a given section of roadway or through an intersection during a specified time period while maintaining a given operating condition. The most feasible method to establish LOS is comparing "peak hourly demand volume" to "maximum peak hour service volume." This measurement is important for capital improvement planning purposes. Levels of service are defined as follows:

1. **LOS A:** The highest LOS primarily describes free-flow traffic operations at average travel speeds. Vehicles are completely unimpeded in their ability to maneuver within the traffic stream. Stopped delay at intersections is minimal.

2. **LOS B:** Represents reasonably unimpeded traffic flow operations at average travel speeds. The ability to maneuver within the traffic stream is only slightly restricted and stopped delays are not bothersome. Drivers are not generally subjected to appreciable tensions.

3. **LOS C:** Represents stable traffic flow operations. However, the ability to maneuver and change lanes may be more restricted than in LOS B and longer queues and/or adverse signal coordination may contribute to lower average travel speeds. Motorists will experience appreciable tension while driving.

4. **LOS D:** Borders on a range on which small increases in traffic flow may cause substantial increases in approach delay and, hence, decreases in speed. This may be due to adverse signal progression, inappropriate signal timing, high volumes, or some combinations of these.

5. **LOS E** represents traffic flow characterized by significant delays and lower operating speeds. Such operations are caused by some combination or adverse progression, high signal density, extensive queuing at critical intersections, and inappropriate signal timing.

6. **LOS F:** This represents traffic flow characterized at extremely low speeds. Intersection congestion is likely at critical signalized locations, with high approach delays resulting. Adverse signal progression is frequently a contributor to this condition.

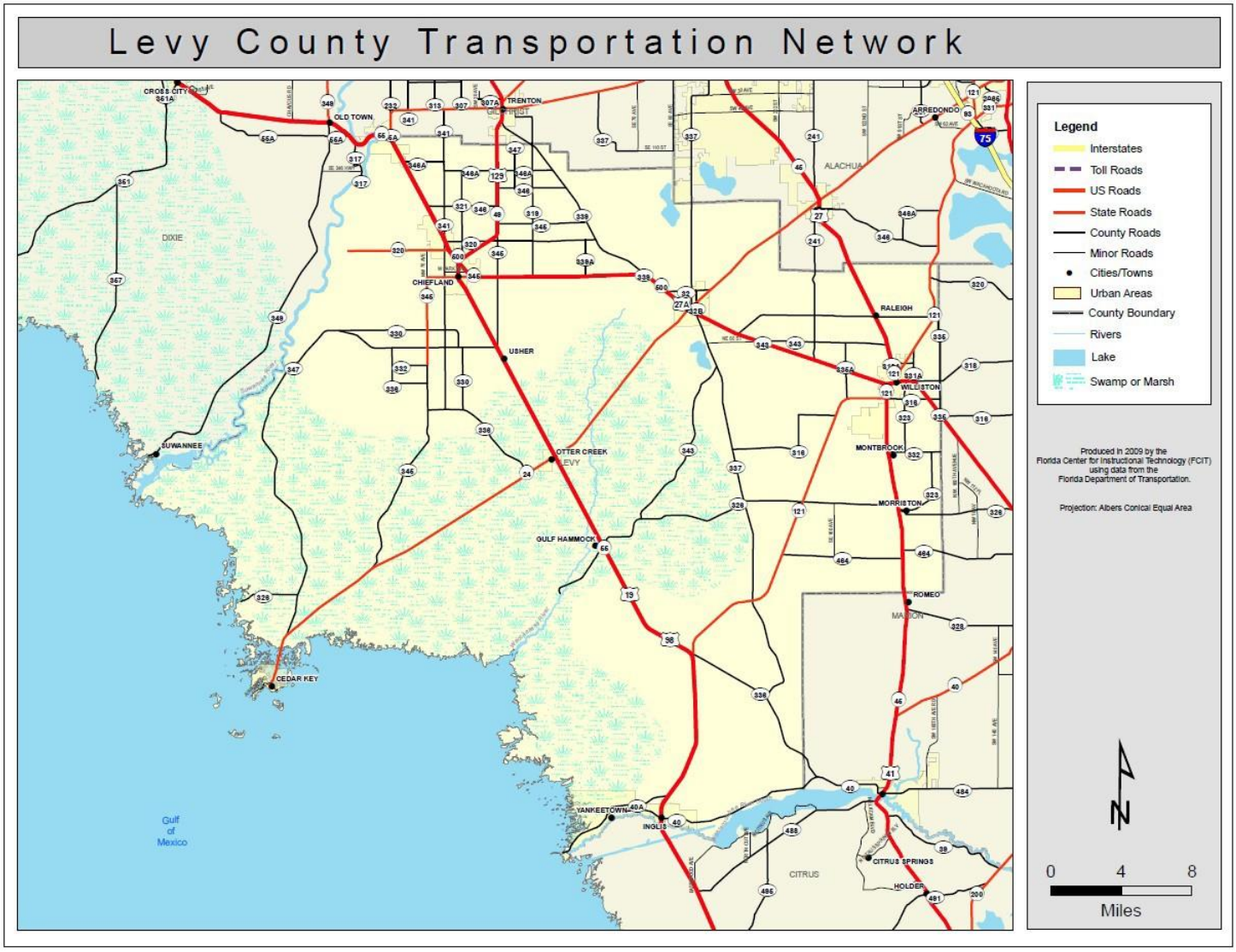
Utility Coordination

Policy 4.6 The County should coordinate transportation improvement projects with utility owners early in project development to identify potential conflicts, relocation needs, drainage considerations, right-of-way constraints, construction sequencing, and opportunities to coordinate roadway, drainage, utility, broadband, and public facility improvements.

Capital Improvements and Grant Coordination

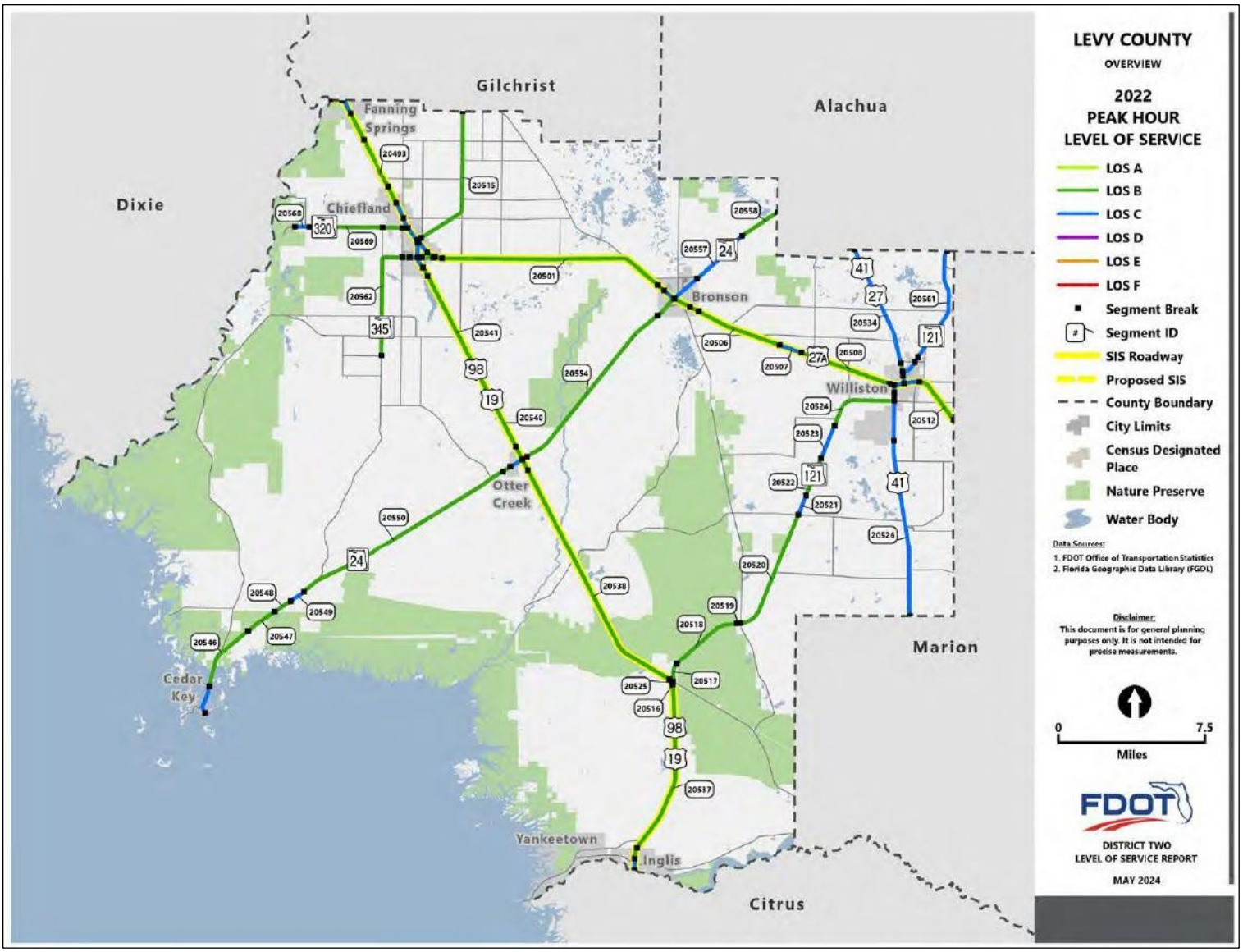
Policy 4.7 The County should coordinate transportation priorities with the Capital Improvements Element, FDOT work program, state and federal grant programs, Small County Outreach Program, Small County Road Assistance Program, local option fuel tax, impact fees, developer contributions, and other legally available funding sources to support roadway preservation, safety, resurfacing, shoulder improvements, bridge and culvert improvements, multimodal facilities, and emergency access.

Levy County Transportation Network - Map 1



Source: Florida Department of Transportation

Levy County Transportation Network Peak (LOS) 2022 – Map 2
(FDOT District 2 projections through 2045 maintain LOS C or Better)



CONSERVATION ELEMENT

GOALS, OBJECTIVES, AND POLICIES

Element Guide:

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

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

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

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

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

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

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

Objective 8 **Aesthetics**

Objective 9 **Hazardous Waste**

Objective 10 **Wildfire Mitigation**

Goal:

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

Objective 1 Air Quality

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

Open Space and Tree Protection

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

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

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

Objective 2 Natural Resource Protection

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

Environmentally Sensitive Lands (ESL)

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

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

b. Historic and archaeological sites.

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

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

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

f. Wellhead Protection Areas.

g The 10 and 100-year floodplain.

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

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

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

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

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

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

d. Require that proposed Planned Unit Developments (P.U.Ds) within ESL areas meet or exceed standards established in Chapter 380.061, Florida Quality Development.

Unique Natural Areas / Suwannee River System Protection

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

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

Natural Reservations

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

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

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

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

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

Policy 2.10 Management Plans shall be prepared and implemented for environmentally

sensitive areas within county-owned or controlled Natural Reservation areas.

Unique Vegetative Communities/ Multi-Jurisdictional

Policy 2.11 The County will assist regulatory agencies in protecting unique vegetative communities located within the various jurisdictions by regulating land uses contiguous to the unique communities.

Policy 2.12 The County will develop intergovernmental agreements to help protect, conserve, or preserve identified unique vegetative communities in contiguous municipalities or counties.

Objective 3 Soils, Minerals and Native Vegetative Communities

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

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

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

Land Use and Natural Resource Map Series

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

The map series will show the following characteristics:

a. **Natural Resources:** Soil types, native vegetative communities, mineral resources and geologic surface water and groundwater information.

b. **Land Use Information:** Areas designated for urban and rural development.

Future Land Use categories for Agricultural, Residential and Non-Residential land uses and Environmentally Sensitive Lands.

c. **Development Potential:** A composite map illustrating the suitability and limitations for various types of land use and development, including, but not limited to, agricultural, residential, and non-residential uses.

Soils

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

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

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

Mineral Resources, Mining and Excavation

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

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

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

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

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

Policy 3.11 Excavated slopes will be protected from erosion by:

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

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

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

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

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

Objective 4 Forestry / Wildlife Habitat Conservation

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

Forest Lands

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

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

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

Saw Timber Production

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

Tree Ordinance

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

Development/Plat Review

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

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

Forest Management

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

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

Objective 5 Endangered and Threatened Wildlife

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

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

Wildlife Habitat Management

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

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

Wildlife Assessment and Management Plan

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

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

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

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

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

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

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

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

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

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

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

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

3. Consider participating in a regional water supply authority pursuant to section 373.713 F.S. and/or section 163.01 Florida Statutes; and

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

Wellfield Protection

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

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

a. Surrounding land uses;

b. Environmental quality;

c. Public health, safety and welfare.

d. Minimum flows and levels.

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

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

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

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

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

A. Allowable uses: residential uses served by central sewer facilities, uses

functionally related to the water supply system, open space, parks and playgrounds.

B. Prohibited uses:

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

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

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

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

5. Junkyard or salvage operations.

6. Effluent spray fields.

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

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

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

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

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

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

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

Aquifer Protection

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

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

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

Freshwater and Environmentally Sensitive Coastal Areas

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

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

Objective 7 Fisheries and Marine Habitat

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

Waterfront Development Guidelines

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

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

Policy 7.3 The County will continually review and improve the Zoning and Subdivision

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

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

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

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

Objective 8 Aesthetics

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

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

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

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

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

Objective 9 Hazardous Waste

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

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

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

Objective 10 Wildfire Mitigation

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

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

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

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

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

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

    1. The characteristics of the site and wildfire hazard rating for the site.
    2. Specific recommendations for reducing the wildfire risk before and after development.
    3. Incorporation of wildfire mitigation features into the development design, as applicable or required by the land development code, such as: defensible project perimeters; interior project fuel breaks; individual site defensible space; landscaping guidelines and plant material suggestions; placement of structures.
    4. Review of landscaping and building plans for wildfire mitigation features.
    5. Review of factors related to emergency response, such as: water supply; proximity to fire protection services; emergency access and infrastructure; and fuel management zones (greenspace) and vegetation maintenance.

b. Provide at least two ingress-egress routes.
c. Structures shall be designed to minimize the potential for loss of life and property from wildfire, through requirements in the land development regulations for outdoor sprinkler systems; fire- resistant building materials or treatments, landscaping with appropriate vegetation species, and site design practices such as fuel breaks and defensible space.
d. Streets, roads, driveways, bridges, culverts, and cul-de-sacs shall be designed to assure access by firefighting equipment, providing for weight class, cornering, turnaround and overhead clearance.

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

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

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

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

COASTAL MANAGEMENT ELEMENT

GOALS, OBJECTIVES AND POLICIES

Element Guide:

Objective 1	**Coastal Resource Protection** Coastal Resource Protection Endangered and/or Pristine Coastal Marsh Habitats
Objective 2	**Barrier Islands**
Objective 3	**Beach and Dune Protection**
Objective 4	**Historic and Archaeological Site Protection in the Coastal Zone**
Objective 5	**Coastal Resources Protection/ Development Impacts** Water Withdrawals Dredge and Fill Roads, Pipelines and Utilities Sewage Treatment Insect Control
Objective 6	**Estuarine Water Quality**
Objective 7	**Shoreline Protection**
Objective 8	**Water Dependent Uses**
Objective 9	**Public Access to Beach and Shorelines**
Objective 10	**Infrastructure in the Coastal**
Zone Objective 11	**Solid Waste Disposal**
Objective 12	**Hazard Mitigation**
Objective 13	**Hurricane Evacuation**
Objective 14	**Redevelopment**

Goals:

~~Properly manage growth and development in coastal areas to: protect, maintain and enhance~~

~~the natural function and environmental quality of existing coastal and estuarine resources; mitigate hazards and reduce the potential loss of life and property from natural disaster; and ensure adequate public access to the shoreline to provide economic, recreational and natural benefits from the County's coastal resources.~~

Properly manage growth, redevelopment, conservation, public access, infrastructure, and hazard mitigation in coastal areas to protect, maintain, restore, and enhance the natural function, environmental quality, scenic character, working waterfronts, water-dependent uses, and economic value of Levy County's coastal and estuarine resources; reduce vulnerability to storm surge, flooding, sea-level rise, erosion, wildfire, and other natural hazards; support resilient public infrastructure and post-disaster recovery; and ensure appropriate public access to beaches, shorelines, waterways, and coastal recreation areas consistent with public safety, environmental protection, and the carrying capacity of coastal resources.

Objective 1 Coastal Resource Protection

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

Recognize, conserve, restore, and enhance the unique environmental, scenic, cultural, recreational, and economic characteristics of the Levy County Coastal Zone through coordinated land use planning, resilient redevelopment, public facility planning, and land development regulations that protect marine life, coastal habitats, estuarine systems, working waterfronts, water quality, and natural flood protection functions from the adverse impacts of growth, redevelopment, and natural hazards.

Coastal Resource Protection

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

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

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

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

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

Policy 1.6 Underground utilities shall be encouraged to maintain and enhance the

aesthetic quality of the Coastal Zone.

Endangered and/or Pristine Coastal Marsh Habitats

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

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

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

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

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

Objective 2 Barrier Islands

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

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

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

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

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

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

Objective 3 Beach and Dune Protection

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

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

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

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

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

Objective 4 Historic and Archaeological Site Protection in the Coastal Zone

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

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

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

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

Objective 5 Coastal Resources Protection/ Development Impacts

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

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

Policy 5.2 Formally request each Water Management District to restrict or prohibit inter-county water transfers, via a vote by the Commissioners on a resolution to that effect. This was accomplished via Resolutions 95-23 and 97-20.

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

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

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

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

Dredge and Fill

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

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

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

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

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

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

Roads, Pipelines and Utilities

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

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

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

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

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

Sewage Treatment

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

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

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

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

Policy 5.19 Florida Department of Environmental Protection in Levy County Environmental Health will distribute septic tank operating and maintenance instructions to owners of such systems as the instructions become available from the local health department or the state.

Policy 5.20 All non-residential development within the Spring Protection Zone (SPZ), and all residential development with a density greater than one dwelling unit per three (3) acres proposed for location within the SPZ, shall be required to provide a high level of wastewater

treatment in accordance with Objective 6 and policies 6.1, 6.2, and 6.3 of the Springs Protection Element.

Insect Control

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

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

Objective 6 Estuarine Water Quality

Maintain or improve estuarine environmental quality.

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

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

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

Objective 7 Shoreline Protection

Minimize adverse impacts of shoreline modification structures on existing shorelines.

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

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

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

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

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

b. Upland support services shall be available and adequate to serve the proposed

use at or above minimum acceptable service levels.

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

d. Ownership shall be documented.

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

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

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

Objective 8 Water Dependent Uses

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

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

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

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

c. All other water dependent and water related uses.

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

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

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

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

Policy 8.6 A minimum construction setback line of seventy-five (75) feet will be

maintained on any land adjoining surface water including rivers and the Gulf of Mexico. Water dependent structures such as boats, wharfs, marinas, etc., will be exempt from this setback requirement.

Objective 9 Public Access to Beach and Shorelines

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

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

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

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

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

Objective 10 Infrastructure in the Coastal Zone

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

Policy 10.1 Levels of service for coastal infrastructure shall be provided consistent with guidelines set forth in the Capital Improvement Element.

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

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

Objective 11 Solid Waste Disposal

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

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

Policy 11.2 The County will utilize the available assistance offered by the Solid Waste

Management Section of the Florida Department of Environmental Protection in planning future solid waste treatment practices.

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

Objective 12 Hazard Mitigation

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

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

Policy 12.2 The County will provide existing developments along the Levy County coast with a disaster preparedness plan that would be implemented to ease the burden of hurricanes and

Objective 13 Hurricane Evacuation

Maintain or reduce hurricane evacuation times in the Coastal Zone

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

Policy 13.2 Limit development to low densities and intensities within the 100-year flood elevations and areas identified as Environmentally Sensitive Lands consistent with development standards and guidelines specified in Future Land Use Element Policy 1.1, ~~1.2~~ 1.6, 2.2, ~~2.6~~ 3.2 and the adopted Future Land Use Map series.

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

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

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

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

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

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

Objective 14: Redevelopment

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

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

Policy 14.2 Levy County will create land development regulations that include development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk in coastal areas which result from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of existing hazards, including sea-level rise, which shall include, but not be limited to, requirements such as additional shoreline hardening, elevated grade surface, elevated structures, floodable development, buffers and setbacks, higher floor elevations and incorporation of natural infrastructure for increased resilience.

Policy 14.3 Levy County shall encourage the use of best practices development and redevelopment principles, strategies and engineering solutions that will result in the removal of coastal real property from flood designations established by the Federal Emergency Management Agency. For purposes of this policy, *real property* is defined as land and structures affixed to the land.

Policy 14.4 The County identifies the populated areas of Gulf Hammock, Fowler's Bluff, Rosewood and Sumner as most vulnerable to increased coastal flooding associated with sea level rise due to their elevation in low-lying areas, location within the Coastal High Hazard Area (CHHA), and propensity to inundation/flooding.

Policy 14.5 Levy County shall continue to use the Future Land Use Map and best available data mapping tools provided by such agencies as the National Oceanic and Atmospheric Administration (NOAA), as the basis for development and redevelopment in areas of the county that are at high risk for high-tide events, storm surges, flash floods, stormwater runoff, and sea level rise.

Policy 14.6 Redevelopment of existing dwelling units located in the Coastal High Hazard Area is prohibited unless an engineering study supports that the redevelopment can occur in a safe manner when considering building construction, design, siting and future storm events.

Policy 14.7 The County shall continue to consider, whenever feasible, purchasing properties in areas most vulnerable to destructive storm surges for recreation uses and open space.

Policy 14.8 Site development techniques and best practices that may be used to reduce the losses due to flooding and claims made under flood insurance policies issued in Florida, shall include, but not be limited to, such requirements as additional shoreline hardening, elevated grade surface, elevated structures, floodable development, buffers and setbacks, higher floor elevations and incorporation of natural infrastructure for increased resilience.

Policy 14.9 The siting, design and construction of structures in coastal areas subject to the risk of high-tide events, storm surges, flash floods, stormwater runoff and sea level rise shall be consistent with regulations contained in the most recently adopted edition of the Florida Building Code and the County's Flood Damage Prevention Code, as amended from time to time.

Policy 14.10 The County shall continue to upgrade its stormwater infrastructure through drainage improvements, installation of tidal backflow preventers, and seawall repair in addition to sustainable flood management actions such as installation of bioswales, use of pervious pavement and maintenance of natural preservation areas.

Policy 14.11 Any development or redevelopment shall be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44 C.F.R. part 60.

Policy 14. 12 Construction activities seaward of the coastal construction control lines established pursuant to section 161.053, Florida Statutes, shall be consistent with chapter 161, Florida Statutes.

Policy 14.13 The County shall continue to participate in the National Flood Insurance Program Community Rating System to achieve flood insurance premium discounts for its residents.

Policy 14.14 Only roads, electric utilities, water and sewer, and water-dependent public facilities are considered to be "essential" infrastructure, which as such, may be modified or repaired regardless of the degree of damage. Other, non-essential infrastructure shall be removed or relocated if located within the "V-Zone".

Policy 14.15 In areas of repeated damage, redevelopment shall conform to Federal Emergency Management Agency (F.E.M.A.), Coastal Construction Setback and other adopted County construction standards.

Policy 14.16 Any inter-agency or local peacetime hazard mitigation reports shall be incorporated into this plan element within one year of their receipt by the County.

Policy 14.17 A local floodplain management ordinance and various standard construction codes shall be utilized in hazard mitigation.

Policy 14.18 Development permits will not be issued except in accordance with the future land use plan and under conditions which assure that infrastructure is phased to coincide

with the development.

Policy 14.19 The Levy County Planning and Zoning Department, in conjunction with the Engineering Department shall be the agency responsible for reviewing and coordinating with regional, state, and federal resource planning and management plans, and aquatic preserve management plans. The Levy County Planning and Zoning Department and the Engineering Department shall advise the County as to any actions needed relative to either coordinating with or implementing the:

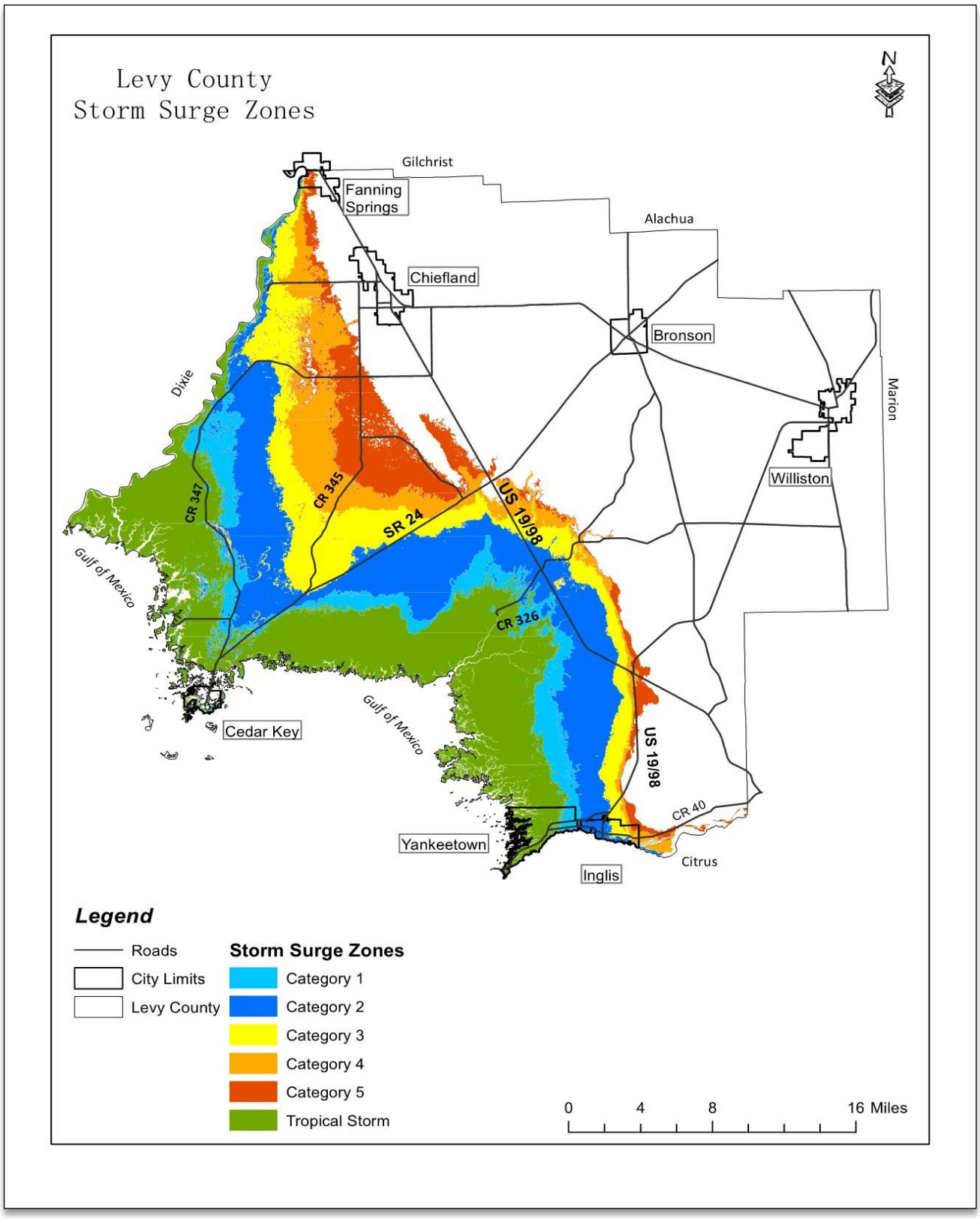
a. Big Bend Seagrasses Aquatic Preserve Management Plan.

b. Suwannee River Basin Management Action Plan (Lower Suwannee River, Middle Suwannee River, and Withlacoochee River Sub-basins)

Policy 14.20 Local ordinances will be adopted which require the retention of coastal vegetation as an integral part of all development proposals.

Policy 14.21 Local ordinances will be adopted which minimize soil erosion from construction sites.

Levy County Storm Surge Zones/Flood Risk



SPRINGS PROTECTION ELEMENT

GOALS, OBJECTIVES, AND POLICIES

Element Guide:

Objective 1 Springs Protection Zone

Objective 2 Future Land Use Map Amendments

Objective 3 Development Design Standards

Objective 4 Site Plan and Plat Review

Objective 5 Stormwater Management

Objective 6 Wastewater Treatment and Nutrient Reduction

Objective 7 Intergovernmental Coordination

Objective 8 Outstanding Florida Springs Priority Focus Areas

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

Objective 1 Springs Protection Zone (SPZ)

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

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

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

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

Policy 1.3 Mitigation of development impacts may include design techniques, location requirements, additional buffering requirements, conservation design, stormwater treatment, wastewater treatment, nutrient reduction, monitoring, or other site design standards.

Objective 2 Future Land Use Map Amendments

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

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

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

Objective 3 Development Design Standards

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

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

a. Clustering of units on small lots;
b. Establishment of open space, which shall be connected whenever possible;
c. Central water and sewer treatment facilities that can be connected to the regional system within a Municipal Service District as soon as available;
d. Minimal site disturbance; and
e. Consideration of conflicts with abutting land containing active agricultural or forestry uses.

Policy 3.2 Development shall be set back from springs, spring runs, and karst features as shown in the following table ~~below~~:

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

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

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

Policy 3.4 Where a lot of record is too small to accommodate development in compliance with the setbacks set forth in Policy 3.2, an allowable use may be established provided that the

building and associated paved areas are located the maximum distance possible from the karst features identified in Policy 3.2, and further that a swale and berm are located between the development and the karst feature. The swale and berm shall be designed to direct drainage away from the karst feature.

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

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

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

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

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

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

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

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

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

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

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

opportunities for infiltration.

Objective 4 Site Plan and Plat Review

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

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

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

Objective 5 Stormwater Management

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

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

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

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

c. Whenever infiltration systems are not feasible, wet detention systems shall be used for stormwater treatment and management.
d. Developments within the SPZ shall utilize the Suwannee River Water Management District (SRWMD) or St. Johns River Water Management District karst sensitive criteria, whichever is more stringent. Karst sensitive criteria ~~is~~ are found in the SJRWMD Environmental Resource Permit Applicant Handbook, Volume II, Part V, Section 9.3.6.
    i. Sensitive karst features, including sinkholes with a direct connection to the aquifer and stream-to-sink features, and any man-made alterations to the land that result in a direct connection to the aquifer and stream-to-sink feature, shall not be utilized as stormwater management facilities. Prior to subdivision approval, all depressions will be investigated by a licensed professional using a professionally acceptable methodology for suitability of water retention using generally accepted geotechnical practices with an emphasis on identification of potential connections to the aquifer. If connections are determined to exist, the depression, or man-made alteration to the land, shall not be used for stormwater retention and the area draining to this feature under pre-development conditions shall be preserved through a conservation easement.
    ii. All development approval by the County shall require the applicant to submit to the County a copy of the Environmental Resource Permit (ERP) issued by the appropriate water management district or DEP stormwater permit and the National Pollutant Discharge Elimination System (NPDES) notice of intent to be covered by the construction generic permit prior to any land clearing when required.
    iii. Sensitive karst features will be identified and placed in a conservation easement so that they will be thereafter used solely for passive recreation subject to permitted activities in subparagraph (d) herein. Sensitive karst features in the SPZ are defined as sinkholes with a direct connection to the aquifer and spring-to-sink systems and solution pipes.
    iv. All components of the stormwater treatment and management system shall be in common ownership and shall be maintained by the responsible legal entity identified in the water management district or the DEP stormwater permit.
    v. The studies required in item (d)(i) above shall be used to characterize on-site soils and determine locations of geologic features including sinkholes, solution pipes, depressions, and depth of soil to lime rock. Sensitive karst features like sinkholes with a direct connection to the aquifer and stream-to-sink features shall be protected from untreated runoff.

Objective 6 Wastewater Treatment and Nutrient Reduction

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

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

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

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

Objective 7 Intergovernmental Coordination

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

Policy 7.1 The County shall consider an interlocal agreement that specifies responsibilities for land development regulation, stormwater management, wastewater planning, utility service coordination, and other matters that impact springs and springsheds. The interlocal agreement containing joint strategies for springs protection should be implemented by local governments within a springshed where mutually agreed upon.

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

Objective 8 Outstanding Florida Springs Priority Focus Areas

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

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

Policy 8.2 Once the priority focus area is established for an Outstanding Florida Spring, Levy County will adhere to the requirements contained in Section 373.811, Florida Statutes, and any applicable successor provisions.

RECREATION AND OPEN SPACE ELEMENT

GOALS, OBJECTIVES AND POLICIES

Element Guide:

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

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

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

Goal:

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

Objective 1 Public Park and Recreation

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

Park and Recreation Level of Service Standards

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

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

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

Policy 1.4 Construction and improvement plans to existing freshwater and saltwater beaches and in vegetative areas adjacent to rivers, springs and freshwater lakes will be coordinated with appropriate regulatory agencies during the permitting process to ensure the protection of the County's natural resources.

Public Boat Ramps

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

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

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

Public Fishing Piers

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

Canoe Trail System

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

Objective 2 Public and Private Recreation

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

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

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

Recreational Development Guidelines

Policy 2.3 Standards in the land development regulations shall require developments of certain sizes and densities including, but not limited to, residential Planned Unit Developments and Developments of Regional Impacts to provide on-site recreational land dedications to serve the new residents. To the maximum extent possible, open space and recreation lands shall be designated in a manner that protects environmentally sensitive features of the land.

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

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

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

Community and Neighborhood Park Development

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

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

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

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

Funding

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

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

Objective 3 Open Space

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

Open Space Level of Service

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

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

Natural Resource Protection

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

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

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

Policy 3.6 The County endorses the acquisition and development of natural areas that will continue to improve the quality of resource-based recreation opportunities throughout the County. The County is generally opposed to, and does not support, efforts to place large acreage

in public ownership with no plans for public utilization.

Flood-prone Areas

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

Mitigation

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

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

INFRASTRUCTURE ELEMENT

~~Water: Future projections based on countywide population growth suggest that even by 2045, daily water demand is expected to reach approximately 81608.94 GPD, remaining well below the current LOS threshold. These findings demonstrate that Levy County's municipal and unincorporated potable water systems can support growth through 2050. However, localized service constraints should be further evaluated at the municipal level.~~ **Water:** Future projections based on countywide population growth indicate that overall potable water demand is expected to remain within adopted level-of-service standards through the planning horizon. However, updated regional water supply planning, localized utility conditions, and County-owned system responsibilities indicate that potable water supply should continue to be evaluated at both the countywide and system-specific levels. Levy County should continue coordinating with the Suwannee River Water Management District, Southwest Florida Water Management District, municipalities, public utility providers, and regional partners to monitor demand, permitted capacity, conservation measures, water loss reduction, reuse, alternative water supply opportunities, emergency reliability, and localized service constraints through 2050.

~~Wastewater: Future projections based on countywide population growth trends show that even by 2045, wastewater demand is expected to reach only 1,07,7163 GPD, remaining well within acceptable service levels. These findings confirm that Levy County's municipal wastewater systems are operating efficiently within established LOS thresholds, with ample capacity to accommodate future growth through 2050.~~ **Wastewater:** Future projections and available infrastructure data indicate that wastewater flows remain below the adopted level of service standard where central sewer is available; however, much of unincorporated Levy County still relies on onsite sewage treatment and disposal systems. Future wastewater planning should focus on maximizing existing centralized systems, addressing localized service constraints, supporting septic-to-sewer or advanced treatment where environmentally beneficial and legally authorized, and coordinating regional utility alternatives.

~~Solid Waste: Future projections based on population growth suggest that by 2045, daily waste generation will increase to approximately 263,759.5 pounds (131.88 tons), remaining well below the county's adopted LOS threshold. These findings indicate that Levy County's solid waste management infrastructure can substantially accommodate projected population growth through 2050. However, local collection and disposal efficiencies should continue to be monitored to ensure long-term sustainability.~~ **Solid Waste:** Solid waste generation and long-term disposal capacity should continue to be monitored and actively managed through the 2050 planning horizon. Recent planning and operating information indicate that per capita solid waste generation, daily waste intake, storm-related debris, and construction and demolition debris may exceed the County's adopted level of service standard and place additional pressure on existing disposal capacity. To address these needs, the County should continue evaluating recycling, yard-waste diversion, transfer stations, disaster debris management, collection efficiency, landfill life-extension strategies, Class I disposal capacity, development of a new Class III debris cell, and other operational or capital improvements at the Levy County Solid Waste Management Facility.

GOALS, OBJECTIVES AND POLICIES

Element Guide:

Stormwater Management Sub-Element

Objective 1 Stormwater and Floodplain Protection

Stormwater Management Level of Service
Natural Drainage/ Water Quality

Aquifer Recharge Sub-Element

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

Wetland Preservation

Objective 2 Water Conservation

Solid Waste Sub-Element

Objective 1 Solid Waste Management and Services

Landfill Timeframe and Management
Solid Waste Level of Service

Potable Water Quantity And Quality Sub-Element

Objective 1 Water Source Protection and Potable Water Supply LOS

Water Transfers
Monitoring Groundwater Resource

Objective 2 Estuary and Living Marine Resources

Objective 3 Discourage Urban Sprawl

Provision of Service in Municipal Service Districts/ Guidelines
Private Potable Water Facilities/Countywide

Objective 4 Potable Water Facility, LOS, Operations and Deficiencies

Potable Water Level of Service
Interlocal Coordination
Facility Operation and Maintenance
Capital Improvement Priorities

Objective 5 Water Conservation

Natural Resource Protection
Water Supply Protection

Sanitary Sewer Sub-Element

Objective 1 Discouraging Urban Sprawl

Sanitary Sewer Level of Service
Wastewater Treatment Systems Guidelines

Centralized Wastewater Treatment Systems Guidelines
Private Package Treatment Plants / Residential single-family developments in Municipal Service Districts
Package Treatment Plants / Other residential development
Outside Municipal Service District/ Private Package Treatment Plant for non-residential development

Objective 2 Treatment Plant Failures

Monitoring Program
Interlocal Coordination

Utilities Sub-Element

Objective 1 Utility Guidelines

Stormwater Management Sub-Element

Goal:

~~Ensure that stormwater management systems are adequate to reduce the risk of public endangerment and property damage from long term flooding and protect surface and ground water quality~~. Ensure that stormwater management systems are adequate to reduce the risk of public endangerment and property damage from flooding, maintain natural drainage functions, protect surface and groundwater quality, support aquifer recharge, and improve resilience to extreme rainfall, storm surge, and other flood-related hazards.

Objective 1 Stormwater and Floodplain Protection

~~Review and update the land development regulations annually to assure that stormwater and floodplain management standards are consistent with local, state and federal management regulations.~~ Maintain and periodically update land development regulations to ensure that stormwater and floodplain management standards remain consistent with applicable local, state, and federal regulations and support water quality, floodplain protection, natural drainage, aquifer recharge, and long-term community resilience.

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

Stormwater Management Level of Service

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

A. Standard: The design of stormwater management facilities shall comply with the applicable Water Management District standards for stormwater quantity (i.e., F.A.C. Chapter 62-330 for Suwanee River Water Management District (SRWMD) and South West Florida Water Management District (SWFWMD)).

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

B. Standard: Water discharge treatment shall be consistent with F.A.C. Chapter 62-330.

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

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

Natural Drainage/ Water Quality

Policy 1.4 Stormwater quality will be managed to treat or eliminate stormwater discharge to or into sinkholes or other natural drainage areas (i.e., wetlands, marshes, waterbodies, etc.). New developments shall ensure that stormwater discharge into natural drains meets water quality standards in F.A.C. Chapter 62-330.

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

Aquifer Recharge Sub-Element

Goal:

~~Protect the quality and supply of ground water through the proper management of development activities in aquifer recharge/discharge and flood-prone areas.~~ Protect the quality and supply of groundwater, springs, wetlands, karst features, aquifer recharge and discharge areas, flood-prone lands, and connected surface waters through proper management of development activities, stormwater, wastewater, water conservation, and public facility planning.

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

~~Identify the sensitive features of the land and provide land development regulations standards to ensure the adequate provision of stormwater facilities and floodplain management.~~ Identify sensitive features of the land and maintain land development regulation standards that protect natural groundwater recharge and discharge areas, wetlands, floodplains, karst features, sinkholes, springsheds, and other environmentally sensitive resources while ensuring adequate stormwater facilities and floodplain management.

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

Policy 1.2 Review and revise Land Development Regulations to protect sensitive portions of the land from development.

Wetland Preservation

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

Objective 2 Water Conservation

Conserve water and water resources to protect springs~~.~~, aquifer recharge, groundwater supply, estuarine water quality, agriculture, and long-term public water supply needs.

Policy 2.1 The use of landscaping best management practices as described in the most recent version of Guidelines for Model Ordinance Language for Protection of Water Quality and Quantity Using Florida Friendly Lawns and Landscapes (Florida Department of Environmental Protection) will be incorporated in the landscape ordinance.

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

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

Policy 2.4 Levy County will establish a model water ordinance for Florida-Friendly Fertilizer Use on urban landscapes and priority focus areas of all Outstanding Florida Springs by July 1, 2025.

Solid Waste Sub-Element

Goal:

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

Protect the environmental and economic quality of the County through the proper management, disposal, reduction, diversion, recycling, and monitoring of solid, hazardous, yard, construction, demolition, and disaster-generated waste to meet current and future demands while extending facility life and protecting public health, safety, and natural resources.

Objective 1 Solid Waste Management and Services

~~Ensure adequate solid waste facilities and disposal services to accommodate future needs and prevent and/or remedy deficiencies.~~ Ensure adequate solid waste facilities, disposal capacity, transfer options, collection services, recycling and diversion programs, and disaster debris management strategies to accommodate future needs and prevent or remedy deficiencies.

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

a. Coordinating the extension of services by ~~pursing~~ pursuing interlocal agreements to provide collection services within the Municipal Service Districts;

b. Monitoring the capacity and projected demand on existing facilities;

c. Increase the landfill capacity by reducing waste volume. Methods include implementing recycling, chipping and yard waste composting programs.

d. Consider a licensing and/or franchising program for solid waste providers in the County.

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

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

a. ensuring compatibility of a subject waste management facility within the given area;

b. access by collection vehicles, automobiles, and, where applicable, transfer vehicles;

c. safeguards against water and ground pollution originating from the disposal of wastes;

d. security, such as fencing, gated entrances, lighting, and/or manned facilities, and;

e. buffering from adjacent uses.

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

Landfill Timeframe and Management

Policy 1.5 The Levy County Landfill is designed to handle all future solid waste disposal needs to the year 2034. The County shall evaluate alternative disposal methods on a periodic basis, with recommendations from the County Engineer, and shall continue to evaluate, plan,

permit, fund, and construct solid waste facility improvements necessary to maintain adequate long-term disposal capacity, including expanding Class I solid waste disposal capacity, developing Class III debris disposal capacity, improving transfer stations, managing storm debris, managing construction and demolition debris, recycling, yard-waste processing, and other operational improvements necessary to protect public health, environmental quality, and fiscal sustainability.

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

a. Accommodate changes in disposal technologies;

b. Meet State and Federal regulatory standards;

c. Efficiently handle changes in composition and quantity, including hazardous waste;

d. Protect the environmental quality of the County; and

e. Prevent deficiencies.

Policy 1.7 The County shall maintain and periodically update solid waste and disaster debris management strategies to address debris from hurricanes, flooding, severe storms, wildfires, construction activity, and other events. These strategies may include temporary debris management sites, Class III debris disposal capacity, mutual aid, contractor coordination, state and federal reimbursement procedures, transfer operations, vegetative debris processing, public communication, and post-disaster monitoring of landfill capacity. ~~Alternative disposal methods will be evaluated on a periodic basis, with recommendations from the County Engineer.~~

Solid Waste Level of Service

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

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

Policy 1.10 The County should monitor actual solid waste generation rates and compare those rates to the adopted level of service standard. If monitoring indicates a sustained discrepancy between actual generation and the adopted standard, the County may evaluate whether operational improvements, additional diversion measures, facility improvements, or a legally sufficient level of service update is warranted.

Policy 1.11 Solid waste planning should be coordinated with growth management, capital improvements, disaster recovery, recycling, yard waste management, transfer station planning, and public education.

Potable Water Quantity and Quality Sub-Element

Goal:

~~Protect, maintain and conserve the source, quality and supply of potable water to serve existing and future development and population needs.~~ Protect, maintain, conserve, and coordinate the source, quality, reliability, resilience, and supply of potable water to meet the needs of existing and future development and population in a manner that supports compact growth, public health, aquifer protection, springs protection, coastal resilience, and efficient infrastructure investment.

Objective 1 Water Source Protection

~~Coordinate with the Water Management Districts to develop water supply and quality protection standards, monitoring systems, and other measures to enhance the quality and supply of potable water.~~ Coordinate with the Water Management Districts, municipalities, public facility providers, utility districts, and regional partners to protect potable water sources, maintain water supply reliability, evaluate service area needs, support conservation, and align water supply planning with future land use decisions.

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

Water Transfers

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

Monitoring Groundwater Resources and Potable Water Supply LOS

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

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

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

Policy 1.6 Within 18 months of the adoption of a regional water supply plan which includes Levy County by either the SRWMD and the SWFWMD (whichever is the later of the two), the County shall amend its Comprehensive Plan to include provisions of ~~(~~Subsection 163.3177(6)(c), F.S.~~)~~:

a. Identify alternative and traditional water supply projects and conservation measures necessary to meet the water needs identified in the regional water supply plans, and,

b. Incorporate a work plan for at least a 10-year planning period for the development of water supply projects that will meet the water needs identified in the regional water supply plans to serve existing and new development.

~~In their regional water supply plans effective as of July 2018, the SRWMD and SWFWMD determined that Levy County's water supply facilities are sufficient for the ten-year planning period. Therefore, there are no alternative or traditional water supply projects identified as being necessary to meet the water needs identified in the two water management districts' regional water supply plans for the Levy County area. Until such time that water supply facilities are determined to be insufficient for the planning period, Levy County will continue with its adopted and implemented water conservation measures currently in place. In addition, the County will support and cooperate in the ongoing water conservation measures and programs directed or operated by the SRWMD and SWFWMD.~~

Regional water supply planning has been updated since the July 2018 regional water supply plans. The Suwannee River Water Management District adopted the 2024 Western Water Supply Plan, which includes portions of Levy County and identifies water supply planning needs, conservation measures, water resource protection strategies, and project options through the 2045 planning horizon. The Southwest Florida Water Management District has also updated its Regional Water Supply Plan for the 2025–2045 planning period and identifies continued water conservation, reclaimed water, alternative water supply, and traditional groundwater strategies as part of the regional approach to meeting projected demands while protecting natural systems.

Levy County should continue to coordinate with the SRWMD, SWFWMD, municipalities, public utility providers, and other appropriate agencies to maintain consistency with applicable regional water supply plans and the County's Water Supply Facilities Work Plan. This coordination should include monitoring potable water demand and permitted capacity, evaluating localized system constraints, supporting conservation-based infrastructure improvements, evaluating reuse and alternative water supply opportunities where feasible, protecting groundwater and springs resources, and coordinating regional utility planning efforts such as the Waccasassa Water and Wastewater Cooperative or any successor regional water and wastewater initiative.

Policy 1.7 The County shall maintain and periodically update its Water Supply Facilities Work Plan, as required by Section 163.3177(6)(c), Florida Statutes, to remain consistent with applicable regional water supply plans adopted by the Suwannee River Water Management District and Southwest Florida Water Management District. The Work Plan should identify applicable traditional water supply projects, alternative water supply projects, conservation measures, reuse opportunities, water loss reduction improvements, localized system needs, emergency reliability needs, and coordination strategies necessary to serve existing and new development while protecting groundwater, springs, surface waters, estuarine resources, and natural systems.

Policy 1.8 The County should use best available water supply, utility capacity, water management district, municipal utility, regional planning, and Water Supply Facilities Work Plan information when evaluating future land use amendments, public facility investments, utility service coordination, interlocal agreements, and long-range infrastructure planning.

Policy 1.9 The County should continue to monitor and coordinate, where appropriate, with the Waccasassa Water and Wastewater Cooperative, the Suwannee River Water Management District, the Florida Department of Environmental Protection, affected

municipalities, and other utility partners regarding regional water and wastewater alternatives intended to improve coastal resilience, protect water quality, support water supply reliability, and address localized utility needs. As the W3C project is redesigned following changes in municipal participation, the County should rely on updated engineering, funding, permitting, groundwater source, wellfield, facility siting, governance, and pipeline alignment information before relying on the project for concurrency, capital improvements, or land use planning decisions.

Policy 1.10 The County should encourage water supply projects, interlocal agreements, Municipal Service Areas where established by the Comprehensive Plan or interlocal agreement, reuse opportunities, water conservation measures, and infrastructure coordination strategies that maximize existing public facilities, protect the Floridan Aquifer, support compact growth, improve utility reliability, and avoid premature or inefficient utility extensions into rural areas.

Objective 2 Estuary and Living Marine Resources

~~Protect and preserve estuarine water quality and recreational and commercially important fish or shellfish areas by maintaining existing flows and levels of surface water resources and limiting the adverse impact of development.~~ Protect and preserve estuarine water quality, recreational and commercially important fish and shellfish areas, coastal wetlands, seagrass resources, and living marine resources by maintaining appropriate surface water flows and levels, reducing pollutant loading, supporting septic-to-sewer or advanced treatment where appropriate, and limiting adverse impacts from development and infrastructure decisions.

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

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

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

a. The Bronson Municipal Service District, as shown on the Future Land Use Map.

b. The Wekiva Springs watershed area.

c. The Gulf Hammock/U.S. 19 areas.

d. Commercial marinas, campgrounds and County boat ramp facilities.

e. Rosewood, Sumner and Lukens areas.

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

Objective 3 Discourage Urban Sprawl

Encourage compact urban development patterns and provide for the efficient use of existing

public services and facilities in Municipal Service Districts.

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

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

Provision of Service in Municipal Service Districts/ Guidelines

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

a. Land use densities and intensities shall be increased in relation to available capacity of infrastructure.

b. New subdivisions shall:

1. Provide central water facilities (community wells) for densities exceeding 1 unit per acre.
2. Provide central water and sewer facilities for densities exceeding 2 ~~3~~ units per acre.

c. New subdivisions shall provide central water and sewer facilities, consistent with the Florida Department of Environmental Protection (FDEP) requirements. Private wells and septic tanks shall be provided consistent with the Florida Department of Health in Levy County Environmental Health requirements.

Private Potable Water Facilities/Countywide

Policy 3.4 Non-residential development requiring potable water systems may be permitted in compliance with Florida Department of Health in Levy County Environmental Health.

Policy 3.5 Proposed residential developments requiring a centralized water system shall provide written confirmation that there is available capacity to meet the Level of Service standard and services are located or will be extended to serve the project concurrent with development.

Policy 3.6 The County may coordinate with municipalities and utility providers to evaluate Municipal Service Areas or similar service planning areas through interlocal agreements. Such areas may be used to coordinate potable water, wastewater, reuse, drainage, transportation access, public facility planning, annexation coordination, and future land use decisions.

Policy 3.7 Utility service extensions should be coordinated with the Future Land Use Element, Capital Improvements Element, Intergovernmental Coordination Element, Conservation Element, Springs Protection Element, and Coastal Management Element to support compact growth, protect natural resources, and avoid scattered development patterns that are costly to serve.

Objective 4 Potable Water Facility LOS, Operations and Deficiencies

~~Coordinate with the developers, appropriate municipalities, and regulatory agencies to identify and correct system deficiencies and provide adequate potable water facility operations.~~ Coordinate with developers, municipalities, public facility providers, water management districts, and regulatory agencies to identify and correct system deficiencies, maintain adequate potable water facility operations, support facility resilience, and coordinate utility service with adopted growth management policies.

Potable Water Level of Service

Policy 4.1 The Level of Service (LOS) standard for potable water supplies in unincorporated areas is 150 gallons per capita per day or an Equivalent Residential Unit (ERU) for non-residential development. If the development is located in an unincorporated area with potable water service provided by a municipal jurisdiction, that municipal jurisdiction's potable water LOS standard shall apply.

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

Interlocal Coordination

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

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

Facility Operation and Maintenance

Policy 4.5 The County will coordinate with the Florida Department of Environmental Protection (FDEP), and any other applicable state or federal agency to ~~assure~~ ensure that public and private potable water facilities are maintained and operated in compliance with applicable

state rules.

Policy 4.6 Interlocal agreements for potable water service may include Municipal Service Areas, service area boundaries, facility timing, capacity allocation, connection policies, funding responsibilities, emergency service coordination, and procedures for sharing land use and development information.

Policy 4.7 The County should coordinate with municipalities and regional utility partners to evaluate potable water facility resilience, including backup power, emergency interconnections, water quality protection, coastal vulnerability, saltwater intrusion risk, and protection or relocation of critical facilities where feasible.

Capital Improvement Priorities

Policy 4.8~~6~~ Replacement and/or correction of any future facility deficiencies shall be consistent with standards set forth in the Capital Improvements and Coastal Management Element and prioritized as follows:

Priority # 1: The replacement of a facility which poses an imminent threat to the public health or safety.

Priority # 2: The replacement of essential public services; i.e. water services to County offices and departments, and County utility operations.

Priority # 3: All others.

Policy 4.9 Potable water capital improvement priorities should also consider public health and safety, documented deficiencies, resilience of critical facilities, service to designated growth areas, protection of springs and groundwater, coastal hazard vulnerability, grant funding opportunities, and consistency with the Capital Improvements Element.

Objective 5 Water Conservation

Continue to promote water conservation measures, including measures described in the County's adopted water conservation ordinance, with the long-term goal of reducing per capita consumption.

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

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

Natural Resource Protection

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

a. Regulate and minimize development impacts to environmentally sensitive lands

as set forth in the Conservation and Coastal Management Elements of the Plan.

b. Provide for innovative land use design techniques, including but not limited to, incentives for clustered development and the preservation of open space and existing vegetation. Land development regulations will include standards to allow for cluster subdivisions.

Water Supply Protection

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

Policy 5.5 The County should coordinate water conservation, reuse, drought management, and aquifer protection strategies with agricultural users, municipalities, water management districts, and public facility providers.

Policy 5.6 The County should encourage reclaimed water, where feasible and environmentally appropriate, to offset potable water demand and support aquifer recharge, agricultural irrigation, landscape irrigation, and other beneficial uses consistent with applicable permits and water management district requirements.

Sanitary Sewer Sub-Element

Goal:

~~Ensure that sanitary sewer services and treatment facilities are adequately provided to support orderly, compact urban growth in a manner that protects surface and ground water quality.~~ Ensure that sanitary sewer services, wastewater treatment facilities, onsite wastewater coordination, and regional wastewater planning are adequately provided to support orderly, compact growth, protect public health, reduce nutrient loading, protect springs and groundwater, improve coastal resilience, and maintain surface and groundwater quality.

Objective 1 Discouraging Urban Sprawl

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

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

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

Policy 1.3 The County may evaluate decentralized, clustered, advanced, or managed wastewater systems where such systems are used to address documented water quality, public

health, or environmental needs; are supported by a responsible management entity; and are consistent with applicable state law, water management district requirements, the Springs Protection Element, and the Future Land Use Element.

Sanitary Sewer Level of Service

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

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

Policy 1.6 Residential population densities in any Planned Unit Development (P.U.D) served by a wastewater treatment plant may not exceed the gross density that would have been allowed for a conventional development, as established by the Future Land Use Element.

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

Wastewater Treatment Systems Guidelines

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

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

Policy 1.9 As defined by this Comprehensive Plan:

a. Wastewater treatment plant - a facility designed to collect, transmit, treat or dispose of wastewater, excluding onsite sewage treatment and aerobic treatment systems covered by F.A.C. Chapter 64E-6.

b. Centralized treatment plant - a wastewater system having a permitted capacity of 100,000 gallons per day or greater.

c. Package treatment plant - a wastewater treatment system having a permitted capacity of less than 100,000 gallons per day.

Centralized Wastewater Treatment Systems Guidelines

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

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

Policy 1.11 Private package treatment plants to serve residential single-family developments, including mobile home developments, shall be prohibited unless compelling information exists to demonstrate that the lack of a package wastewater treatment plant poses a significant health or environmental problem for which there is no other feasible solution Levy County may allow private package treatment plants to serve residential development in Municipal Service Districts on a case by case basis. A permitting process shall be established in the Land Development Code which requires, at a minimum, that the applicant demonstrate the following:

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

Package Treatment Plants/ Other residential development

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

Outside Municipal Service District/Private Package Treatment Plant for non-residential development

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

a. Locations:

1. **Recognized unincorporated Communities and Commercial Areas -** Permitted in each of the named unincorporated communities and areas designated Commercial on the future land use map.

2. **Rural Commercial Nodes-** On Strategic Intermodal System (SIS) - Permitted at each rural commercial node on the SIS. On non-SIS roadway- Must meet or exceed one of the following thresholds:

   a. 200 platted lots outside of a Municipal Service District (or homes constructed) within a one-mile radius of the

proposed location.

b. 1,000 vehicles per day, average daily traffic on an abutting road.

c. The distance to any other developed rural commercial node is two (2) miles or greater.

3. **For the purpose of Retrofitting** - Permitted in instances where "retrofitting" of an existing on-site system is necessary to correct a health hazard or to meet state environmental standards.

4. **Water Dependent Uses** - Permitted for water-dependent uses, which for the purposes of this Comprehensive Plan are defined as activities which can be carried out only on, in adjacent to, or connected to bodies of water (lakes, rivers, the Gulf, etc.) because the use requires access to the water body for: waterborne transportation, including ports or marinas; recreation; public utilities (electric generation, water supply, etc.); aquaculture; or other uses that are dependent upon large quantities of water or water bodies.

5. **Industrial Areas -** Permitted for industrial areas shown on the Future Land Use Map.

6. **Specialized Uses-** Institutional, tourist/entertainment, and resource-based recreation.

b. Densities of Development:

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

c. Design:

General

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

Capacity

2. Wastewater treatment plant design shall address variable influent flow conditions, including provisions for treatment of all anticipated wastewater conditions and flows.

3. Wastewater treatment plants may be restricted to allow operation at no greater than 75% of the design capacity.

Pretreatment

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

Future Expansion

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

6. A suitable unobstructed area not less than twice the area required for effluent disposal shall be reserved for future effluent disposal needs. This area shall provide for all setbacks, buffers, and other regulatory requirements.

Emergency back-up

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

Waivers

8. Should specific project conditions warrant, the County may waive certain requirements or impose more stringent and additional design standards. The County will consider waiving requirements only when the applicant can demonstrate that:

   a. Alternate standards promote flexibility, economy and are equal to or exceed minimum state requirements for wastewater treatment systems so as to provide reasonable environmental safeguards; and
   b. The proposed alternate standards are appropriate for the particular application.

d. Facility Monitoring:

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

e. Operations/Maintenance:

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

f. Financial Responsibility:

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

g. Shutdown Order:

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

Objective 2 Treatment Plant Failures

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

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

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

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

Monitoring Program

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

Interlocal Coordination

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

Policy 2.6 Where failed or deficient wastewater systems create a public health, water quality, groundwater, springs, or coastal resource concern, the County should evaluate available corrective options, including repair, replacement, advanced treatment, connection to central sewer, grant funding, interlocal coordination, or other measures authorized by law.

Policy 2.7 The County should coordinate with municipalities and public facility providers to identify areas where wastewater deficiencies, aging onsite systems, poor soils, high groundwater, coastal vulnerability, or nutrient concerns may warrant future utility planning or capital improvement evaluation.

Utilities Sub-Element

Goal:

Ensure that electric, broadband, and other utility systems ~~utilities~~ are adequately and efficiently provided through coordination with private utilities, public agencies, municipalities, affected communities, and state and regional entities.

Objective 1 Utility Guidelines

~~Permit utility companies the maximum amount of flexibility in providing essential public services while protecting the environmental and aesthetic quality of the County.~~ Permit utility companies flexibility in providing essential public services while protecting the environmental quality, scenic character, agricultural lands, conservation lands, rural communities, public safety, and aesthetic quality of the County.

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

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

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

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

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

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

PUBLIC SCHOOL FACILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES

Levy County School District serves approximately 5,629 students across 15 schools. Enrollment trends, school capacity, capital facility needs, and student generation impacts should continue to be monitored through coordination among Levy County, the Levy County School District, and the municipalities within the County. Public school facility planning should rely on the School District's adopted Five-Year District Facilities Work Program, Florida Inventory of School Houses capacity, enrollment projections, residential development trends, and the public school concurrency procedures established through the adopted interlocal agreement and this Element. Although recent enrollment trends may indicate modest year-to-year changes, future residential growth, changes in household composition, redevelopment, school choice, facility condition, transportation needs, emergency shelter demand, and capital funding constraints may affect long-term school facility planning. Levy County should therefore continue to coordinate land use decisions, development review, school siting, capital improvements planning, and public facility concurrency with the Levy County School District.

~~As of the 2023-24 school year, the Levy County School District serves approximately 5,629 students across 15 schools, resulting in an average student-teacher ratio of 19.21:1. While specific data on classroom capacity is not readily available, the district's average class size of 22 students suggests that schools are operating near their capacity limit. The district has experienced a slight decline in enrollment, with a 1.1% decrease from the previous year. Given these factors, Levy County's schools are operating at or near their capacity, which may limit their ability to accommodate future increases in student enrollment. However, the district continuously monitors and adjusts its plans to address these factors. (*Source: Florida Office of Economic and Demographic Research Nature Coast Times Article;)*~~

Element Guide:

GOAL 1: COORDINATE AND MAINTAIN A HIGH-QUALITY EDUCATION SYSTEM

Objective 1.1: Coordination and Consistency

Objective 1.2: Public School Facility Siting and Availability

Objective 1.3: Enhance Community Design

Objective 1.4: Coordinate Land Use with School Capacity

GOAL 2: IMPLEMENT PUBLIC SCHOOL CONCURRENCY

Objective 2.1: Level of Service Standards

Objective 2.2: Concurrency Service Areas

Objective 2.3: Process for School Concurrency

Objective 2.4: Proportionate-Share Mitigation

Objective 2.5: Capital Facilities Planning

GOAL 1: COORDINATE AND MAINTAIN A HIGH-QUALITY EDUCATION SYSTEM

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

Objective 1.1: Coordination and Consistency

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

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

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

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

a. the type, number, and location of residential units that have received zoning or site plan approval;

b. information about future land use map amendments that might affect school facilities;

c. building permits issued in the ~~proceeding~~ preceding year, and the locations of the permitted uses;

d. information about the conversion or redevelopment of housing or other structures into residential units that are likely to generate new students; and

e. identification of any development orders issued that require provision of a school site as a condition of development approval.

Policy 1.1.4 Pursuant to the Levy County School Interlocal Agreement, Levy County shall include a representative appointed by the Levy County School Board as a non-voting member of the Levy County Planning Commission to the designated Local Planning Agency, as required by Florida Statutes.

Objective 1.2: Public School Facility Siting and Availability

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

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

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

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

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

a. The acquisition of school sites which allow for future expansions to accommodate future enrollment, in accordance with the adopted level of service (LOS) standards and other facility needs which coordinate with the development in Levy County and are deemed beneficial for joint-uses, as identified by the Levy County School District and the County, to the extent feasible; and

b. The coordination of the location, phasing, and development of future school sites to ensure that site development occurs in conjunction with the provision of required infrastructure to serve the school facility.

Policy 1.2.5 Public schools shall be sited so as to provide access to a collector or an arterial roadway, where feasible.

Policy 1.2.6 High schools should be located and planned so as to provide sufficient buffers to adjacent residential uses and ensure sufficient on-site parking and traffic controls to avoid disruptive traffic congestion.

Policy 1.2.7 Levy County and the Levy County School District will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed renovation, expansion or closure of an existing school.

Policy 1.2.8 Levy County shall coordinate with the Levy County School District to ensure that future school facilities are located outside areas susceptible to hurricane and/or storm damage and/or areas prone to flooding, or as consistent with Chapter 1013, Florida Statutes regarding floodplain and school building requirements.

Policy 1.2.9 Levy County shall provide the Levy County School District representatives the opportunity to participate in the review process for all proposed developments adjacent to schools.

Objective 1.3: Enhance Community Design

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

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

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

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

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

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

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

Policy 1.3.7 Levy County shall coordinate planning activities mandated by the Comprehensive Plan related to use of the Levy County School District's property as potential recreation sites.

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

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

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

Objective 1.4: Coordinate Land Use with School Capacity

Levy County shall coordinate with the Levy County School District concerning petitions for Future Land Use Map amendments, rezonings, and ~~developments of regional impact for residential development with to assure adequate school capacity.~~ residential development approvals to help ensure adequate school capacity and consistency with the adopted public school concurrency program.

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

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

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

1. Levy County School District comments and findings of available school capacity;
2. Available school capacity or planned improvements to increase school capacity;
3. Compatibility of land uses adjacent to existing schools and future school sites;
4. The collocation of parks, recreation and community facilities with school sites;
5. The linkage of schools and parks, with bikeways, trails, and sidewalks ~~for safe access~~ and other safe access facilities; ;
6. Traffic circulation plans to serve schools and the surrounding neighborhood;
7. The provision of off-site signalization, signage, sidewalks, turn lanes, access management, or other access improvements to serve schools;
8. The inclusion of school bus stops ~~and~~ turnarounds, and safe student loading areas;
9. Available school capacity or planned improvements to increase school capacity; and
10. Emergency access, evacuation, sheltering, or public safety considerations, where applicable.

Policy 1.4.4 Amendments to the Future Land Use Map will be coordinated with the School District and the Public School Concurrency Service Area Maps contained within this Element.

GOAL 2 IMPLEMENT PUBLIC SCHOOL CONCURRENCY

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

Objective 2.1: Level of Service Standards

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

Policy 2.1.1 The 5-Year District Facilities Work Program will be evaluated annually to ensure that it meets the adopted LOS standards.

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

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

Policy 2.1.4 A change to the LOS standard shall not be effective until all required Comprehensive Plan amendments are effective and ~~until~~ the Interlocal Agreement is amended as necessary to reflect the new LOS standard and is fully executed.

Policy 2.1.5 No LOS standard shall be amended without supporting data and analysis demonstrating ~~showing~~ that the amended LOS standard ~~is supported by adequate data and analysis and~~ can be achieved and maintained within the five year planning period covered by ~~s of~~ the Five-Year Schedule of Capital Improvements and the School District's Five-Year District Facilities Work Program ~~Plan~~.

Objective 2.2: Concurrency Service Areas

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

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

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

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

Policy 2.2.3 Concurrency service areas shall be designed so that the adopted LOS standards will be able to be achieved and maintained for each year of the five years of the Five-

Year Schedule of Capital Improvements Plan.

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

Objective 2.3 Process for School Concurrency

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

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

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

Policy 2.3.2 School concurrency applies only to residential development or a phase of residential development requiring a subdivision plat approval or site plan, proposed or established after the effective date of the Public Schools Facilities Element~~.~~ unless otherwise provided by applicable law, the Interlocal Agreement, or the Land Development Code.

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

1. Lots of record recorded in Levy County prior to the adoption of the initial Public Schools Facilities Element.

2. Subdivisions having received final subdivision plat approval prior to the effective date of the initial Public Schools Facilities Element.

3. Multi-family residential development having received final site plan approval prior to the effective date of the initial Public Schools Facilities Element

4. Amendments to approved residential development, which have received final subdivision plat or site plan approval prior to the effective date of the Public Schools Facilities Element, and do not increase the number of residential units or change the type of residential units proposed.

5. Amendments to age-restricted development that are subject to deed restrictions prohibiting the permanent occupancy of residents under the age of eighteen (18). Such deed restrictions must be recorded and ~~must be~~ irrevocable for a period of at least thirty (30) years.

6. Group quarters and non-student generating residential or lodging facilities including residential type of facilities such as local jails, prisons, hospitals, nursing homes, bed and breakfast, motels and hotels, temporary emergency shelters for the homeless, adult halfway houses, firehouse dorms, college dorms exclusive of married student housing, and religious non-youth facilities.

Policy 2.3.4 The uniform methodology for determining if a particular school is over capacity shall be determined by the Levy County School District ~~and adopted into the Levy County Public School Facilities Element~~ and implemented consistent with this Element, the Interlocal Agreement, and applicable concurrency procedures.

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

Policy 2.3.6 Levy County shall issue concurrency approvals for subdivision plats or site plans for residential development consistent with Policy 5.1(4) in the Capital Improvements Element.

Policy 2.3.7 To recognize the limited capacity, location, and unique circumstances of Cedar Key School, students living in School Concurrency Service Area 6, or future students generated from residential development in School Concurrency Service Area 6, may be assigned to schools in other School Concurrency Service Areas, including CSA 2, CSA 3, or CSA 5, based on School District assignment procedures, available capacity, transportation considerations, and the adopted public school concurrency process.~~In order to protect the limitations of the Cedar Key School, students living in CSA 6, or possible future students generated from residential development in CSA 6; will attend schools in CSA 2, CSA 3, or CSA 5, depending on available capacity of the schools in the CSAs~~

Objective 2.4: Proportionate-Share Mitigation

Proportionate-share mitigation alternatives shall be available to development to satisfy school concurrency requirements when adequate school capacity is not available, consistent with applicable law, the Interlocal Agreement, this Element, and the Levy County School District's Five-Year District Facilities Work Program. ~~Proportionate-share mitigation alternatives shall be available to development to satisfy school concurrency requirements.~~

Policy 2.4.1 In the event that there is not sufficient capacity in the affected CSA or the adjacent CSA, proportionate-share mitigation shall be required to address the impacts of the proposed development. The developer may ~~shall~~ also delay development approval or phase the development ~~have the option to be delayed~~ to a date when capacity and LOS standards can be assured.

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

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

Acceptable forms of mitigation shall include:

1. ~~School~~ Cconstruction or expansion of school facilities
2. Contribution of land
3. Payment for construction, expansion ~~and/~~or land acquisition
4. Construction of a charter school facility where authorized by applicable law and accepted by the School District; or
5. Other mitigation measures authorized by applicable law, the Interlocal Agreement, and the Levy County School District.

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

1. Be allocated toward a permanent school capacity improvement identified in the School District's 5-Year District Facilities Work Program ~~which~~ or otherwise incorporated into the Work Program as required, that satisfies the demands created by the proposed development.

2. Be proportionate to the demand projected to be created by the proposed development.

3. Be executed by a legally binding agreement between the School District and the developer. The agreement shall include the terms of mitigation, including the amount, nature and timing, the amount and timing of any impact fee credits and the developer's commitment to continuing renewal of the agreement upon its expiration.

4. Any required amendments to the Levy County School District's 5-Year District Facilities Work Program shall be included in the next update and adoption cycle.

5. Relocatables may be accepted as a means of proportionate share mitigation.

Policy 2.4.5 Mitigation shall be directed to projects on the Levy County School District's 5-Year District Facilities Work Program that the School District agrees will satisfy the demand created by that development approval, and shall be assured by a legally binding agreement between the School District, and the applicant executed prior to the issuance of the subdivision plat or the site plan. If the School District agrees to the mitigation, the School District must commit in the agreement to placing the improvement required for mitigation on its 5-Year District Facilities Work Program. This development agreement shall include the landowner's commitment to continuing renewal of the development agreement upon its expiration.

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

(# of housing units) x (student generation rate) x (generation rate by student level) x (student station cost adjusted to local costs and land value) - applicable credits = proportionate

share mitigation amount.

This calculation should be repeated for all applicable student levels, ~~i.e~~. including elementary, middle, and high school. Pursuant to Section 163.3180(6) (h)2.b. Florida Statutes, the applicant's proportionate-share mitigation obligation shall be credited toward any other impact or exaction fee imposed by local ordinance for the same ~~need~~ public educational facility, on a dollar-for-dollar basis, at fair market value as of the date of contribution.

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

Objective 2.5: Capital Facilities Planning

Levy County shall coordinate with the Levy County School District to ensure existing deficiencies and future public school facility needs are addressed consistent with the adopted level of service standards for public schools.

Policy 2.5.1 Levy County shall ensure that future development is assessed a proportionate share of the cost of providing the school facilities necessary to serve the proposed development ~~if~~ when sufficient capacity is not available to meet the development's demands.

Policy 2.5.2 Levy County hereby incorporates by reference the Levy County School District's annually updated Five-Year Facilities Work Program, which includes school capacity sufficient to meet and maintain anticipated student demands projected by the County and municipalities, in consultation with the School District's projections of student enrollment, based on the adopted level of service standards for public schools.

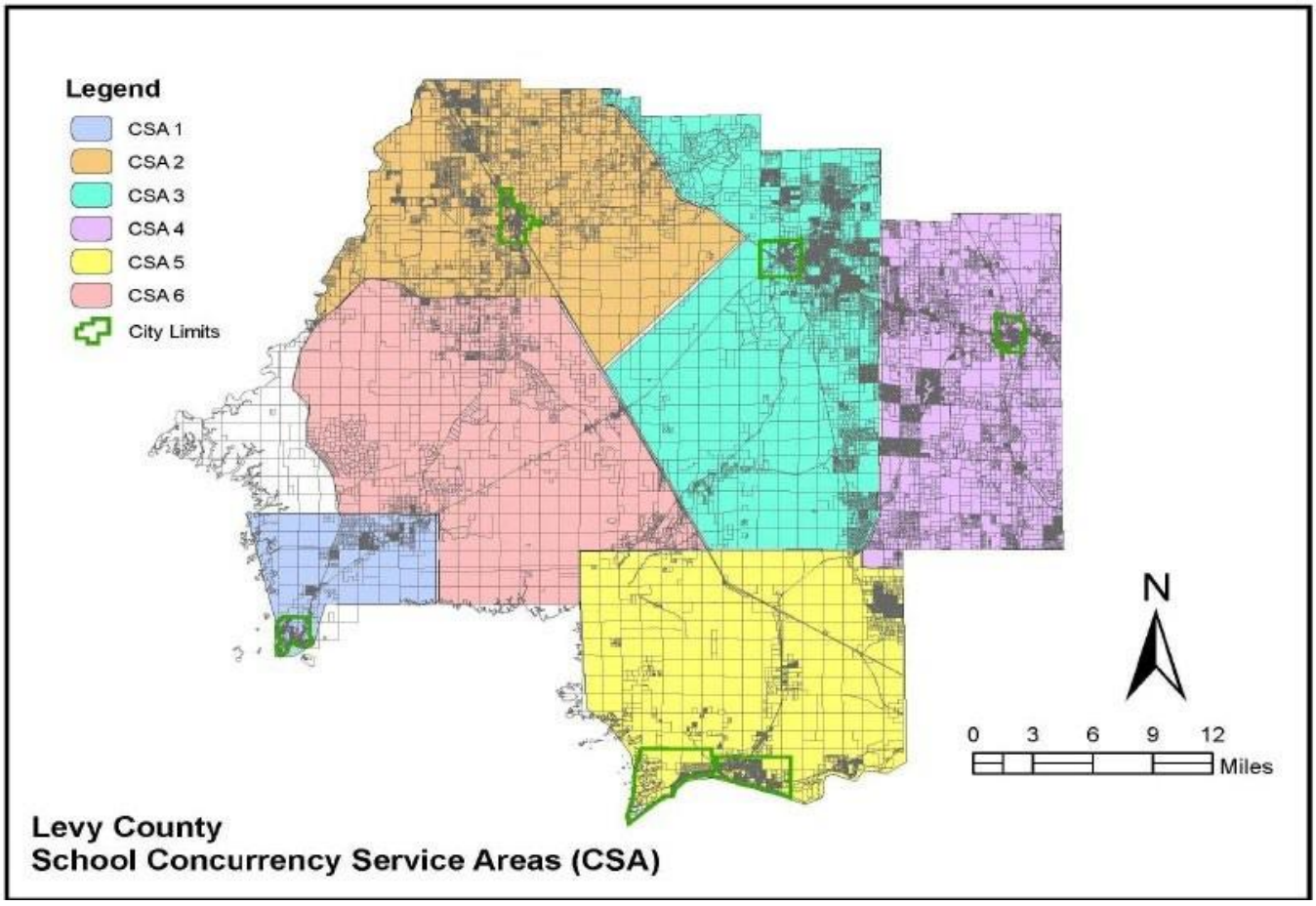
School Name	Address	City
Public Schools		
Levy District Office	480 Marshburn Dr.	Bronson
Bronson Elementary School	400 Ishie Ave.	Bronson
Bronson Middle/High School	8691 NE 90TH St.	Bronson
Cedar Key High School	951 Whiddon Ave.	Cedar Key
Chiefland Elementary School	1205 NW 4th Ave.	Chiefland
Chiefland Middle/High School	808 N Main St.	Chiefland
Joyce M. Bullock Elementary School	130 SW 3rd St.	Williston
Levy Virtual School Franchise	480 Marshburn Dr.	Bronson
Nature Coast Middle School	6830 NW 140th St.	Chiefland
Whispering Winds Charter School	2481 NW Old Fanning Rd.	Chiefland
Williston Elementary School	801 South Main St.	Williston
Williston Middle/High School	350 SW 12 Ave.	Williston
Yankeetown School	4500 Highway 40 W.	Yankeetown
Public Schools		
Creekside Christian School	171 SW 3rd St.	Otter Creek
Vision Christian Academy	18680 NE 75th St. County Rd. 335	Williston
Williston Central Christian Academy	225 SE 4th St.	Williston
Williston Christian Academy	17531 US 27 ALT.	Williston

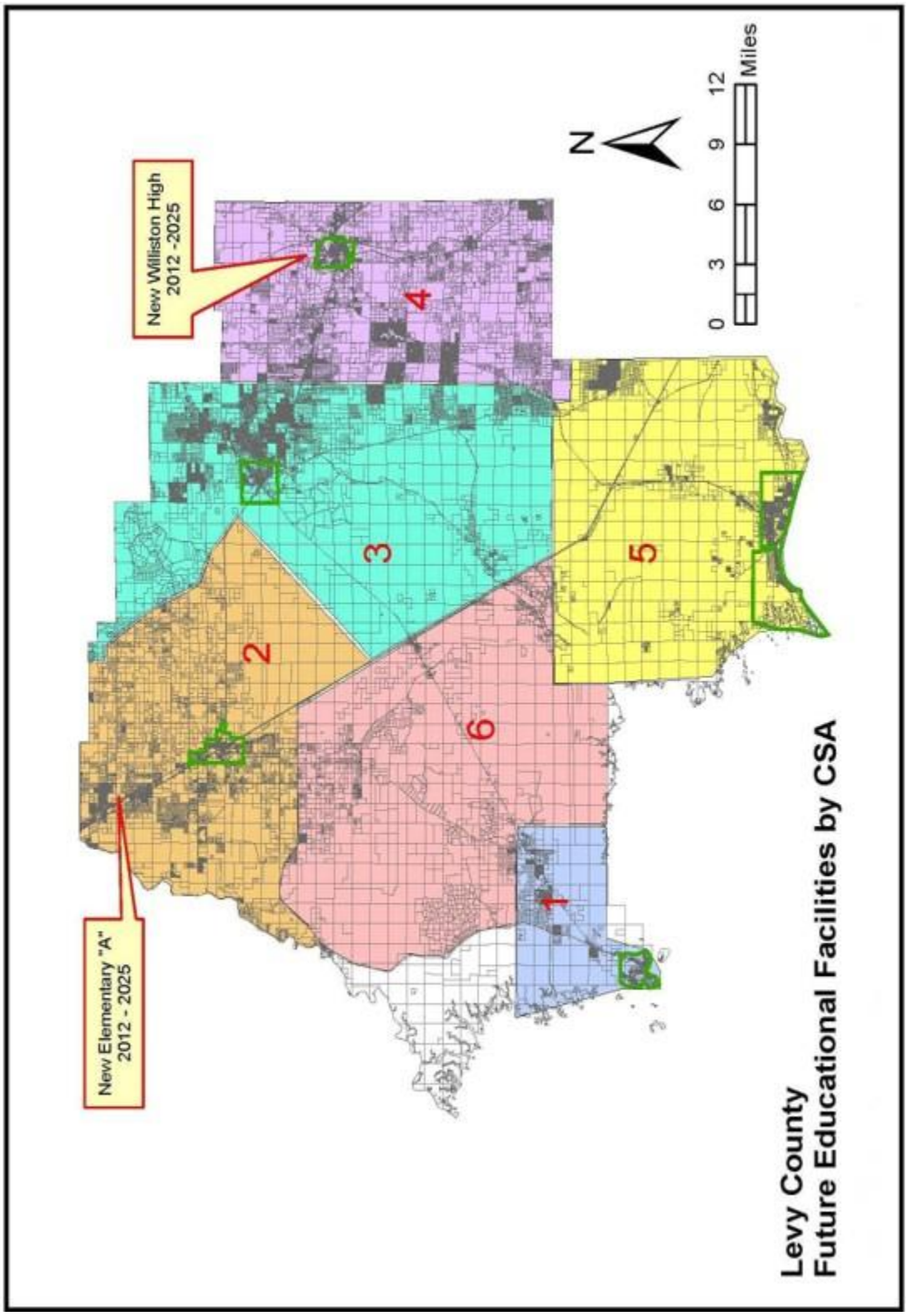
Levy County has established concurrency service areas to ensure school facilities can adequately support residential development. These areas are part of the county's comprehensive plan ~~designed to~~ which coordinates land use with school capacity. The main objectives include:

1. **Coordination and Consistency**: Ensuring that the county's comprehensive plan aligns with the plans of the Levy County School District and other local government entities.
2. **Public School Facility Siting and Availability**: Ensuring school facilities are appropriately located and available to meet the community's needs.
3. **Concurrency Management**: Implementing a system to ensure that schools' capacity is sufficient to support new residential developments at the adopted level of service standards.

These policies help manage growth and ensure that educational facilities are available to support the county's population.

Levy County Schools Concurrency Service Areas (CSA) Map




Levy County
Future Educational Facilities by CSA
New Williston High
2012 -2025
New Elementary "A"
2012 - 2025
1
2
3
4
5
6
N
0 3 6 9 12
Miles

CAPITAL IMPROVEMENTS ELEMENT

GOALS, OBJECTIVES AND POLICIES

Element Guide:

Objective 1 **Capital Improvement Guidelines**
Capital Improvement Guidelines
Capital Improvements Priorities
Annual Budget Process and Update to the CIE
Grant Readiness, Resilience, and Draft Capital Program Coordination

Goal 1 **Capital Facilities Planning for School Concurrency**

Objective 1.1 **Public School Facilities**

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

Objective 3 **Land Development Management**
Correct Deficiencies
Management of Growth
Funding Improvements

Objective 4 **Capital Improvements for Future Development**

Objective 5 **Concurrency Management Program**

Objective 6 **Long-R~~r~~ange Capital Improvements and Concurrency Management System**

Goal

Ensure that capital improvements are efficiently provided to maintain the adopted level of service standards in the other elements in the Plan, and are concurrent with development activities to maintain existing infrastructure and meet future needs of the County, including public facility needs associated with the 2050 planning horizon, disaster recovery, resilience, growth management, and fiscally responsible implementation of the Comprehensive Plan.

Objective 1 Capital Improvement Guidelines

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

Capital Improvements, applicable adopted level of service standards, the Future Land Use Element, and adopted or proposed capital improvement programs as they are updated over time.

Capital Improvement Guidelines

Policy 1.1 The County will identify capital improvement~~s~~ needs by using adopted level of service standards and guidelines in the Transportation, Recreation and Open Space, Infrastructure, and Public School Facilities Elements. Level of Service (LOS) standards are:

Source	Type of Facility	Level of Service Standard
Transportation Element	County Roads and non-SIS roadways	~~FDOT~~Standard ~~–~~ Peak hour "LOS C~~"~~, or as otherwise established in the Transportation Element and Land Development Code.
Transportation Element / FDOT	Strategic Intermodal System (SIS) roadways	LOS standard and access management coordination as established in the Transportation Element and applicable FDOT guidance.
Potable Water / Water Supply (Infrastructure Sub-Element)	Residential Non-Residential	150 gallons per capita per day. Equivalent to a residential unit. If service is provided by a municipal entity, the LOS established by the municipality applies.
Sanitary Sewer (Infrastructure Sub-Element)	Residential Non-Residential	100 gallons per capita per day. Equivalent to a residential unit. If service is provided by a municipal entity, the LOS established by the municipality applies.
Solid Waste (Infrastructure Sub-Element)	Residential Non-Residential	2.8 pounds per capita per day. Equivalent to a residential unit.
Drainage (Infrastructure Sub-Element)	Quantity Quality	Consistent with applicable Water Management District standards contained in the ~~F.A.C~~Florida Administrative Code. Consistent with applicable ~~water~~Water ~~management~~Management ~~district~~District standards contained in the ~~F~~Florida Administrative Code.~~A.C.~~

Flood Protection	Standard	100-year ~~Year~~flood ~~Flood Elevation~~elevation and/or consistent with ~~the~~ National Flood Insurance Program requirements.
Recreation and Open Space Element	Public Parks and Recreation Open Space	Two ~~[2]~~ acres per ~~one thousand [1,000]~~ persons. One hundred ~~[100]~~ acres of dedicated open space per ~~one thousand [1,000]~~ persons.
Public Schools Facilities Element	School Capacity	Permanent Florida Inventory of School ~~House~~Houses (FISH) ~~Capacity~~capacity based on 100% utilization rate for all school types.

The former separate Potable Water Supply row has been consolidated with the Potable Water/Water Supply LOS row to avoid duplication and improve consistency with the Infrastructure Element and Water Supply Facilities Work Plan coordination policies.

Policy 1.2 The Capital Improvements Element shall include public facility improvements that are equal to or greater than $25,000 and/or have a useful life greater than five years. Capital improvements for inclusion in the Capital Improvements Element shall be defined consistent with Section 163.3177, Florida Statutes, and shall mean physical assets constructed to provide, improve, or replace public facilities and which are large in scale, high in cost, typically nonrecurring, and often requiring multi-year financing. For the purpose of inclusion in this Element, capital improvements shall only include projects or programs with a total cost of more than $25,000, or such other capital project threshold as may be established by the County through its annual budget and capital improvements programming process.

Policy 1.3 Non-LOS related projects may be included within the Five Year Schedule of Capital Improvements for the following reasons: planning purposes; to improve the condition and maintenance of facilities; to identify proposed grant projects; to support disaster recovery, hazard mitigation, resilience, and long-term asset management; and to assist with obtaining grants.

Capital Improvement Priorities

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

a. Elimination of public hazards;
b. Compliance with all legal mandates to provide facilities and services;
c. Elimination of existing Level of Service deficiencies;
d. Funding in the Levy County budget or an adopted capital improvements program;
e. Reduction of ~~operation~~operating costs, maintenance costs, lifecycle costs, or future improvement costs;
f. ~~Protects~~Protection or ~~increases~~increase of the efficiency, reliability, useful life, or resilience of prior infrastructure investments;

g. ~~Promotes~~Promotion of compact development within ~~the~~Municipal ~~urban~~Service ~~service~~Districts, ~~area~~Municipal Service Areas where established, Rural Commercial Nodes, municipalities, and other areas planned for public facilities and services;
h. ~~Accommodates~~Accommodation of new development and redevelopment facility demands consistent with the Future Land Use Element;
i. ~~Supports~~Support for state ~~agencies and~~agency, water management ~~districts~~district, FDOT, school district, and regional plans and programs;
j. ~~Responds~~Response to ~~unseen~~unforeseen opportunities, ~~situations~~emergencies, ~~and~~disasters, ~~disasters.~~storm recovery needs, or grant funding opportunities;
k. Protection of groundwater, springs, surface waters, coastal resources, and natural systems;
l. Support for transportation safety, evacuation, solid waste capacity, drainage, utility reliability, public safety, parks and recreation, and other adopted public facility priorities.

Annual Budget Process and Update to the CIE

Policy 1.5 An updated and revised capital budget for the forthcoming fiscal year shall be adopted as a part of the annual budget process. A ~~5~~Five-Year Schedule of Capital Improvements shall be incorporated into the annual budget in order to reserve funds for capital facilities projected to be needed in the future. The Five-Year Schedule may include LOS-related improvements, non-LOS capital improvements, grant-funded projects, disaster recovery projects, equipment replacement, and other capital projects needed to implement the Comprehensive Plan.

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

Policy 1.7 The Capital Improvements Element and Five-Year Schedule of Capital Improvements shall be reviewed annually. Modifications to update the Five-Year Schedule of Capital Improvements may be accomplished by ordinance and may not be deemed to be amendments to the Levy County Comprehensive Plan.

Policy 1.8 The County should coordinate capital improvements programming with grant readiness, legislative appropriations, state and federal funding programs, Resilient Florida, FDEP, FDOT, water management districts, the School District, municipalities, and other public partners in order to advance projects that protect public health and safety, maintain adopted level of service standards, improve resilience, address storm recovery needs, and reduce long-term costs to the County.

Planning Note: Until the Fiscal Year 2026-2027 budget and associated capital improvements program are formally adopted by the Board of County Commissioners, the County shall rely on the currently adopted budget and Five-Year Schedule of Capital Improvements for adopted financial planning purposes. Proposed or draft capital improvements, including the draft Fiscal Year 2026-2027 capital improvements program, may be used as preliminary planning information, but shall not be relied upon as adopted capital improvements for concurrency, capital programming, or Comprehensive Plan implementation until formally adopted or incorporated by the County.

GOAL 1: ~~CAPTIAL~~CAPITAL FACILITIES PLANNING FOR SCHOOL CONCURRENCY

Objective 1.1 Public School Facilities

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

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

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

Policy 1.1.3 Levy County hereby incorporates by reference the Levy County School District's Five-Year District Facilities Work Program, as updated annually by October 1 of each year per the requirements of Florida Statutes. The Levy County School District's Five-Year District Facilities Work Program is posted and annually updated on the website of the Florida Department of Education.~~ "5 Year District Facilities Work Program" as updated annually by October 1 of each year per the requirements of Florida Statutes. The Levy County School District's "Five-Year District Facilities Work Program" is Posted and annually updated on the website of the Florida Department of Education.~~

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

Policy 1.1.5 Levy County and the School District will coordinate~~,~~ during updates or amendments to Levy County's Comprehensive Plan~~,~~ and during updates or amendments ~~for~~to long-range plans for School District facilities.

Objective 2 Coastal High Hazard Area

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

Limit public expenditures that subsidize development in Coastal High Hazard areas, while allowing expenditures necessary for public health, safety, welfare, water-dependent uses, coastal access, resource restoration, emergency response, storm recovery, hazard mitigation, infrastructure resilience, and the maintenance, repair, relocation, or replacement of public facilities consistent with applicable law.

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

Capital Improvement Guidelines for the Coastal High Hazard Area

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

a. Essential to the public health, safety, and welfare or to support the coastal economy;
b. For water ~~-~~dependent public facilities or services; ~~and~~
c. For public beach, shoreline, boating, or recreational access, ~~resources~~resource restoration, living shoreline, dredging, or similar projects~~.~~;
d. For evacuation, emergency response, disaster recovery, stormwater, drainage, utility reliability, public safety, or hazard mitigation needs;
e. For maintenance, repair, adaptation, relocation, or replacement of existing public facilities when fiscally prudent and consistent with applicable state and federal requirements.

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

a. Essential facilities that have existing or anticipated deficiencies;
b. Improvements that would protect or increase the efficiency of evacuation routes;
c. Mitigation of storm damage; ~~and~~
d. Enhancements to shoreline access for public recreational facilities~~.~~;
e. Relocation, elevation, hardening, or adaptation of public infrastructure where such actions improve long-term resilience, reduce repeated damage, or protect public health and safety.

Policy 2.4 The County should coordinate CHHA capital improvements with the Coastal Management Element, Local Mitigation Strategy, vulnerability assessment and adaptation planning, FEMA and FDEM requirements, FDEP and water management district programs, and applicable state and federal funding requirements.

Objective 3 Land Development Management

Manage the land development process to ensure that capital improvements needs for existing developments, new developments, and planned growth areas do not exceed the ability of the local government to fund, provide or require infrastructure necessary to maintain adopted facility level of service, and to ensure that development approvals are coordinated with available or planned public facilities, concurrency requirements, proportionate-share obligations, capital funding, and the County's 2050 growth management strategy.

Correct Deficiencies

Policy 3.1 Planned capital improvements to correct public facility deficiencies will be prioritized and scheduled to:

a. Provide adequate public services for previously approved developments;
b. Serve permitted redevelopment projects; ~~and~~

c. Support growth areas within Municipal Service Districts, based on population and development projections~~.~~;
d. Support municipalities, Municipal Service Areas where established, Rural Commercial Nodes, and other designated areas where public facilities can be provided efficiently;
e. Address public facility deficiencies related to transportation, potable water, sanitary sewer, solid waste, drainage, parks and recreation, public safety, and other adopted level of service standards.

Policy 3.2 The County will continue to use methods, such as Municipal Service Taxing Units (MSTU), Municipal Service Benefit Units (MSBU), ~~and~~ Municipal Service Taxing Districts (MSTD), impact fees, special assessments, grants, legislative appropriations, interlocal agreements, developer contributions, and other legally available tools to correct facility deficiencies for previously approved developments and ~~investigate~~to ~~other measures including, but not limited to, the development of an impact fee program, that would assist in financing~~finance capital improvements.

Management of Growth

Policy 3.3 Land use decisions will be made based on the planned availability of infrastructure to maintain adopted levels of service, the efficient use of existing public facilities, and the County's adopted Future Land Use Map and 2050 growth framework.

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

Policy 3.5 The County should use capital improvements programming to support compact, fiscally responsible development patterns by directing higher-intensity development toward municipalities, Municipal Service Districts, Municipal Service Areas where established, Rural Commercial Nodes, and other areas where adequate public facilities are available or planned.

Funding Improvements

Policy 3.~~5~~6 The County will develop guidelines for the management of debt, which may include, but not be limited to:

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

Policy 3.~~6~~7 The Five-Year Schedule of Capital Improvements shall be balanced so that total expenditures do not exceed total revenues. Projects necessary to ensure that any adopted level-of-service standards are maintained for the five-year period shall be identified as either funded or unfunded and given a level of priority for funding.

Policy 3.~~7~~8 The County will continue to pursue state and federal grant funds for capital improvement projects. Grants that have not been awarded to the County at the time of the annual

update of the Five-Year Schedule of Capital Improvements shall be considered ~~"~~planned funds~~"~~ and shall be clearly identified as such.

Policy 3.~~8~~9 The County shall rely upon private contributions as a funding source within the Five-~~year~~Year Schedule of Capital Improvements only when the obligation to fund a specific capital improvement is addressed in an enforceable development agreement or development order. The County shall not be responsible for funding capital improvements that are the obligation of the developer. If the developer fails to meet any capital improvement commitment that is programmed in the Five-Year Schedule of Capital Improvements, a modification to delete the capital improvement from the Schedule shall be required.

Policy 3.10 Capital improvements may be programmed for non-LOS purposes, including maintenance, repair, asset replacement, resilience, emergency management, technology, public safety, solid waste operations, landfill capacity, grant match, parks and recreation, public buildings, fleet replacement, and other public purposes, provided such projects are identified separately from capital improvements necessary to maintain adopted level of service standards.

Objective 4 Capital Improvements for Future Development

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

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

Policy 4.2 Every development order shall document:

a. The current County level of service standards;
b. Conditions to be met by the applicant to assure the levels of service are not reduced below adopted level of service standards~~.~~;
c. Any proportionate-share, impact fee, developer contribution, dedication, construction, phasing, or other legally enforceable obligation necessary to maintain adopted level of service standards.

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

Policy 4.4 The County shall not require a new development to correct existing public facility deficiencies beyond the development's legally required proportionate share of the improvements necessary to mitigate the development's impacts, consistent with applicable state law and County regulations.

Policy 4.5 Where appropriate, development approvals may include enforceable conditions, phasing schedules, development agreements, proportionate-share mitigation, impact fee credits, or other mechanisms to ensure that capital improvements needed to serve the development are funded or constructed concurrent with the impacts of development.

~~TABLE 1: FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS~~

~~FISCAL YEARS 2022-2023 THROUGH 2026-2027~~

TABLE 1: FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS

FISCAL YEARS 2026-2027 THROUGH 2030-2031 (DRAFT)

	Project Description			FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027
				TRANSPORTATION				
1	*C Street Bridge Replacement*			2,291(D)				
2	*C347 US 19 to SR 500 SCRAP*			2,250,000(C)				
3	*CR 341 SR 345 to US 19 Resurface*			1,719,250(C)				
4	*CR 345 SR 500 to US 129 Widen/Resurface*			1,500,000(A)				
5	*CR 330 C347 to C336 Widen/Resurface*			3,500,000(A)				
6	*C337 SR 121 to C336 Resurface*							1,968,963(C)
7	*C326 US 19 to CR 337 Resurface*							3,933,027(C)
8	*C347 SR 24 to CR 330 Widen/Resurface*							18,260,755(A)
6	*George T Lewis APT Resource Study*				50,000(D)			
7	*George T Lewis Design & Const New Hanger*							700,000(D)
8	*George T Lewis New restroom/kiosk*				450,000(D)			
9	*George T Lewis Shoreline Restoration*					180,000(D)		
10	*George T Lewis Generator for vault & vault upgrades*					200,000(D)		
11	*George T Lewis New lighting on runway*						300,000(D)	
12	*LCR 114 Rowdy Lowman RD- Resurface*			170,000(G)				
13	*CR 241- Alt 27 to CO. Line Resurface*				1,250,000(D)			
14	*CR 40 Sidewalk Mastadon LAP*				122,298(F)	98,529(F)		
15	*MT 205 Long Pond Landing Resurface*					250,000(G)		
	Total			**$22,713,541**	**$1,872,298**	**$728,529**	**$300,000**	$24,862,745
				PARKS AND RECREATION				
Parks and Rec	***Project Description***			**FY 2022-2023**	**FY 2023-2024**	**FY 2024-2025**	**FY 2025-2026**	**FY 2026-2027**
1	*Boat Ramp At Shell Mound 3 phases Eng, Dredge, Boat Ramp replace& Electric*			102,945(H)	1,200,000(H)			
2	*Handicap & Blue & Henry Beck*							30,000(I)
3	*C40 Bird Creek Park water to bathrooms*							400,000(I)

4	*Bird Creek Boat Ramp Observation Decks*		464,080(I)				

	Project Description		FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027
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Drafting Note: The FY 2026-2027 budget and associated Five-Year Capital Improvement Plan are currently in draft form and have not yet been adopted by the Board of County Commissioners. The Board will adopt the final budget and CIP on 9/22/2026. Until then, the County should rely on the currently adopted budget and capital improvements schedule for adopted financial planning and concurrency purposes.

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Row Labels	2027	2028	2029	2030	2031	2032
001 - General Fund	14,700	-	-	-	-	-
Code Enforcement - (124)	1,700	-	-	-	-	-
Equipment $1K<$5K. Daily Operations	1,700	-	-	-	-	-
Human Resources - (108)	12,000	-	-	-	-	-
Human Resources Department- Copy Machine	12,000	-	-	-	-	-
Information Technology - (110)	1,000	-	-	-	-	-
Equipment $1K<$5K	1,000	-	-	-	-	-
101 - Road & Bridge Fund	120,000	-	-	-	-	-
Road / Bridge - (310)	120,000	-	-	-	-	-
Misc. Operational Equipment & Monitoring Wells @ Pit	90,000	-	-	-	-	-
OpenGov FY27 27,465.00 (+ Permit Fee Prfogram)	30,000	-	-	-	-	-
107 - Court Technology Fund	175,000	-	-	-	-	-
Public Defender - Information Systems	175,000	-	-	-	-	-
Total	175,000	-	-	-	-	-
108 - Public Transit Fund	2,235,933	170,000	180,000	180,000	180,000	-
Transit - (150)	2,235,933	170,000	180,000	180,000	180,000	-
Building Façade	150,000	-	-	-	-	-
New Vehicle - Grant Funded	340,000	170,000	180,000	180,000	180,000	-
Paving Project Grant Funded	165,178	-	-	-	-	-
Shop Bay Expansion Grant Funded	1,329,703	-	-	-	-	-
Shop Equipment Grant Funded	251,052	-	-	-	-	-
115 - Grants Fund	2,812,015	-	-	-	-	-
County EMS - (240)	63,500	-	-	-	-	-
Generator procurement and installation for Station 7	63,500	-	-	-	-	-
County Fire - (246)	294,500	-	-	-	-	-
Public Safety (Govt Complex) Renovations - Grant Funded	294,500	-	-	-	-	-
Library - (462)	17,000	-	-	-	-	-
Book Orders	17,000	-	-	-	-	-
Parks & Recreation - (410)	1,987,015	-	-	-	-	-
Number 4 Boat Ramp and Parking Lot	500,000	-	-	-	-	-
Number 4 Fishing Pier	1,107,015	-	-	-	-	-
Shoreline Restoration at the Cedar Key Airport	380,000	-	-	-	-	-
Road / Bridge - (310)	50,000	-	-	-	-	-
Emergency Generator at the Cedar Key Airport	50,000	-	-	-	-	-
University Water Oaks System - (702)	400,000	-	-	-	-	-
University Oaks Phase V	400,000	-	-	-	-	-
116 - Emergency Medical Services Fund	5,500	162,500	5,900	6,100	-	-
County EMS - (240)	5,500	162,500	5,900	6,100	-	-
Generator R5	-	47,300	-	-	-	-
LUCAS 3 Chest Compression System - Otter Creek	-	29,000	-	-	-	-
Stair Chair	5,500	5,500	5,900	6,100	-	-
Stair chair - Otter Creek	-	5,700	-	-	-	-
Stretcher - Otter Creek	-	45,000	-	-	-	-
Ultrasound - Otter Creek	-	5,000	-	-	-	-
Vent - Otter Creek	-	25,000	-	-	-	-
120 - Fire Control Fund	66,000	30,000	-	-	-	-
County Fire - (246)	66,000	30,000	-	-	-	-
Air Pack	8,500	-	-	-	-	-
Extrication Tools	28,000	-	-	-	-	-
Extrication tools - Otter Creek	-	30,000	-	-	-	-
Gear Dryer	13,000	-	-	-	-	-
Pony Pump	16,500	-	-	-	-	-
122 - Article V Grant Fund	100,000	-	-	-	-	-
Courthouse Facilities - (233)	100,000	-	-	-	-	-
Buildings	100,000	-	-	-	-	-
125 - Utilities Fund	675,000	380,000	-	-	-	-
Manatee Water System - (701)	375,000	80,000	-	-	-	-
New Generator - Manatee Water	75,000	-	-	-	-	-
New Well - Manatee Water	300,000	-	-	-	-	-
Water Line Improvements - Manatee Water	-	80,000	-	-	-	-
University Water Oaks System - (702)	300,000	300,000	-	-	-	-
University Oaks Water - Pump upgrades for Fire Protection	300,000	-	-	-	-	-
University Oaks Water - Water line extensions and hook ups	-	300,000	-	-	-	-
130 - Additional Court Costs Fund	9,000	-	-	-	-	-

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Court Innovations - Alternative Dispute Resolution	9,000	-	-	-	-	-
Equipment	9,000	-	-	-	-	-
134 - Building Inspections & Safety Fund	105,000	-	-	-	-	-
Building Services - (125)	105,000	-	-	-	-	-
Awnings & Gutters	90,000	-	-	-	-	-
Printer	10,000	-	-	-	-	-
Scanners and monitors	5,000	-	-	-	-	-
172 - Law Enforce Trust - Investigations Fund	38,500	-	-	-	-	-
Investigative Cost Recovery - (151)	38,500	-	-	-	-	-
Equipment	38,500	-	-	-	-	-
301 - Capital Projects & Equipment Replacement Fund	22,762,000	17,908,300	4,615,000	1,757,000	700,000	216,000
County EMS - (240)	3,373,000	4,363,000	2,182,000	818,000	-	-
6507 Power Pro 2Stretcher	85,000	90,000	95,000	100,000	-	-
Ambulance - Otter Creek	-	400,000	-	-	-	-
Fleet Barn	125,000	-	-	-	-	-
Generator R10	50,000	-	-	-	-	-
Generator ST 11	25,000	-	-	-	-	-
Heart monitor - Otter Creek	-	70,000	-	-	-	-
Heart monitors	272,000	145,000	-	-	-	-
LUCAS 3 Chest Compression System	81,000	58,000	62,000	68,000	-	-
Maintenance Truck	35,000	-	-	-	-	-
New Ambulances	800,000	800,000	-	-	-	-
Remount ambulance	300,000	300,000	625,000	650,000	-	-
Sation 11 Replacement	-	-	1,400,000	-	-	-
Station (dual)	1,250,000	-	-	-	-	-
Station 5 (replacement) - Otter Creek	-	2,500,000	-	-	-	-
New DPS Facility	350,000	-	-	-	-	-
County Fire - (246)	2,985,000	1,797,300	1,400,000	-	-	-
Fire Engine	800,000	-	-	-	-	-
Fire Engine - Otter Creek	-	900,000	-	-	-	-
Fleet Barn	125,000	-	-	-	-	-
Generator S4	-	47,300	-	-	-	-
Generator ST 11	25,000	-	-	-	-	-
Maintenance Truck	35,000	-	-	-	-	-
Squad - Otter Creek	-	350,000	-	-	-	-
Station (dual)	1,250,000	-	-	-	-	-
Station 11 replacement	-	-	1,400,000	-	-	-
Tanker	400,000	-	-	-	-	-
Tanker - Otter Creek	-	500,000	-	-	-	-
New DPS Facility	350,000	-	-	-	-	-
County Manager - (105)	1,385,000	240,000	100,000	100,000	100,000	-
AG Center Roof	55,000	-	-	-	-	-
P-500 - Roof Replacement Program	30,000	40,000	-	-	-	-
P-500 - BOCC BATHROOMS REPAIR & REMODEL	100,000	-	-	-	-	-
P-500 - Air Conditioner Replacement Program	200,000	200,000	100,000	100,000	100,000	-
P-500 - Parking Lot	1,000,000	-	-	-	-	-
Courthouse Facilities - (233)	750,000	-	-	-	-	-
Courtroom A Air Conditioner	80,000	-	-	-	-	-
SINKHOLE MITIGATION @ COURTHOUSE	150,000	-	-	-	-	-
NEW CARPET IN COURT HOUSE FACILITIES	70,000	-	-	-	-	-
Courthouse Renovations Project	450,000	-	-	-	-	-
Emergency Management - (131)	11,473,000	5,000,000	-	-	-	-
Conference Room C - Technology Upgrade	100,000	-	-	-	-	-
New EOC - Grant and County Funded	11,373,000	5,000,000	-	-	-	-
Facilities	150,000	-	-	-	-	-
DPS FACILITY REPAIR HURRICANE DAMAGE	150,000	-	-	-	-	-
Fleet - (311)	-	-	100,000	-	-	-
Mill and Resurface County Barn parking lot around shop	-	-	100,000	-	-	-
Maintenance - (122)	150,000	130,000	-	-	-	-
Mini-Track with mulching heads/enclosed cab	150,000	-	-	-	-	-
New Truck with Utility Body for Maint Dept. 4d 3/4 ton	-	80,000	-	-	-	-
Pole Barn for Equipment storage	-	50,000	-	-	-	-
Mosquito Control - (132)	60,000	60,000	60,000	60,000	60,000	-
New Spray Truck	60,000	60,000	60,000	60,000	60,000	-
Parks & Recreation - (410)	1,575,000	5,630,000	-	-	-	-
Beck Park Renovations	-	200,000	-	-	-	-
Blue Springs Renovations	-	350,000	-	-	-	-
Fowler's Bluff Boat Ramp	500,000	-	-	-	-	-
Mowing Tractor (Devil's Hammock)	75,000	-	-	-	-	-
New Vehicle for Parks Dept	-	80,000	-	-	-	-
Renovation/repairs for Big Dock	-	5,000,000	-	-	-	-

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Shell Mound Office & Bathhouse	350,000	-	-	-	-	-
Waccasassa Boat Ramp	650,000	-	-	-	-	-
Planning & Zoning - (126)	90,000	-	-	-	-	-
Repair/Maintenance & Building Improvements	90,000	-	-	-	-	-
Road / Bridge - (310)	771,000	688,000	773,000	779,000	540,000	216,000
MOT Safety Equipment	40,000	-	-	-	-	-
Vegetation & Litter Management	126,000	150,000	175,000	189,000	-	198,000
Vegetation Trimming Management	-	208,000	-	-	-	-
Emergency Services	20,000	-	-	-	-	-
Water Truck	250,000	-	-	-	-	-
Mining Equipment	-	-	-	350,000	-	-
Construction Equipment	185,000	-	-	120,000	-	-
Vegetation Management	-	210,000	318,000	-	250,000	18,000
Hauling/Dump Trucks	-	120,000	120,000	120,000	120,000	-
Work trucks	150,000	-	160,000	-	170,000	-
363 - Road Improvement & Restoration Fund	14,462,390	1,584,000	7,495,849	2,087,000	446,000	-
Road / Bridge - (310)	14,462,390	1,584,000	7,495,849	2,087,000	446,000	-
LAP C32 SIDEWALK CONSTRUCTION	4,053,640	-	-	-	-	-
SCOP CR330	2,500,000	-	-	-	-	-
SCOP CR346	1,342,375	-	-	-	-	-
CR 241 - From SR27 To County Line	1,500,000	-	-	-	-	-
CR337 - From CR336 To SR121	2,400,000	-	-	-	-	-
CR347 - From SR24 To Lower Suwannee River Preserve	-	-	5,736,849	-	-	-
433114-4 GTL APT	-	750,000	-	-	-	-
444410-2-GTL APT	700,000	-	-	-	-	-
SE 117th TER - From C326 To SE 37th LN	-	-	300,000	-	-	-
Resurfacing Program	449,000	484,000	509,000	457,000	446,000	-
433114-5 GTL APT	-	-	750,000	1,250,000	-	-
NE 150th AVE - From C316 To NE 5th ST	-	-	200,000	-	-	-
CR40 - From US19 To Sapp Street	1,342,375	-	-	-	-	-
NE 119th TER - From Lcr 102 To NE 69th LN	-	-	-	380,000	-	-
NW 66th AVE - From LCR 218 To CR346	-	350,000	-	-	-	-
444410-2 GTL APT	175,000	-	-	-	-	-
402 - Landfill Operations Fund - (402)	5,881,000	1,170,000	445,000	670,000	300,000	440,000
Landfill - (325)	5,881,000	1,170,000	445,000	670,000	300,000	440,000
4 x 4, 1/2 ton truck	55,000	-	-	-	60,000	-
48' live bottom trailers	216,000	-	115,000	-	-	120,000
Backhoe	-	-	160,000	-	-	-
Class III Trench	5,000,000	-	-	-	-	-
D6 Dozer	-	-	-	500,000	-	-
Garbage Compactor	-	1,000,000	-	-	-	-
Hazardous Waste Building	-	-	-	-	-	-
Knuckle boom	440,000	-	-	-	-	-
Rolloff truck	-	-	-	-	-	320,000
Semi	170,000	170,000	170,000	170,000	190,000	-
Skid steer	-	-	-	-	50,000	-
151 - Impact Fees - Road District II Fund	2,225,000	-	-	-	-	-
Impact Fees - Roads District 2 - (626)	2,225,000	-	-	-	-	-
CR 241 - From SR27 To County Line	2,225,000	-	-	-	-	-
Fleet	235,000	110,000	75,000	45,000	-	-
Fleet - (311)	235,000	110,000	75,000	45,000	-	-
4 Post HYD Lift	-	45,000	-	-	-	-
4 Post Hyd Vehcile Lift	45,000	-	-	-	-	-
Replace Admin Vehcile FLT 2	-	-	-	45,000	-	-
Replace FLT1 Fleet 4WD Truck	-	65,000	-	-	-	-
Replace FLT4 Mechanic Truck	78,000	-	-	-	-	-
Replace FLT7 Mechanic Truck	-	-	75,000	-	-	-
Replace FLT9 Welding /Mechanic Truck	95,000	-	-	-	-	-
Tire Machine	17,000	-	-	-	-	-
Grand Total	51,922,038	21,514,800	12,816,749	4,745,100	1,626,000	656,000

Capital Program Category	Current Adopted / Proposed Planning Basis	Examples of Capital Needs / Projects	Concurrency / LOS Relevance	Status for CIE Use
Transportation / Road & Bridge	FY 2025-2026 adopted budget; FY 2026-2027 draft CIP; FDOT Work Program; Road & Bridge capital planning.	Resurfacing, widening, paved shoulders, sidewalk/LAP projects, SCOP/SCRAP projects, bridge and drainage work, roadway restoration, traffic safety, equipment.	Supports adopted transportation LOS, safety, evacuation, access, and maintenance of County road facilities.	Use adopted projects for concurrency; treat FY 2027 draft projects as preliminary until adopted.
Solid Waste / Landfill Operations	FY 2025-2026 adopted budget; FY 2026-2027 draft CIP; Solid Waste operating and capital planning.	Class III trench/debris cell, landfill and transfer station equipment, trailers, compactors, skids, scale/operations improvements, storm debris capacity.	Supports solid waste LOS, debris management, disaster recovery, and long-term disposal capacity.	Update after final adoption of FY 2027 CIP.
Water / Wastewater / Utilities	Infrastructure Element; WSFWP; SRWMD/SWFWMD planning; County-owned utility systems; regional utility coordination.	University Oaks and Manatee system improvements, emergency power, water supply reliability, utility line improvements, W3C or successor coordination if applicable.	Supports potable water, sanitary sewer, water supply reliability, groundwater protection, and springs/coastal water quality.	Include adopted capital projects only; use regional studies and draft projects as planning context.
Parks, Recreation, and Coastal Access	FY 2025-2026 adopted budget; FY 2026-2027 draft CIP; Parks and Recreation planning; grant programs.	Boat ramps, parks, Blue Springs, Shell Mound, Waccasassa access, restrooms, shoreline/public access, ADA improvements,	Supports recreation/open space LOS, coastal economy, public access, and resilience.	Update after adopted budget and grants are confirmed.

		recreation facilities.		
Public Safety / Emergency Management / General Government	FY 2025-2026 adopted budget; FY 2026-2027 draft CIP; emergency management, courthouse, EOC, facilities, and fleet needs.	EOC/911, courthouse renovations and technology, emergency management facilities, fleet, communications, public safety facilities and equipment.	Supports public health, safety, emergency response, continuity of operations, and post-disaster recovery.	Use adopted capital program; monitor legislative appropriations and grants.
Public Schools	Levy County School District Five-Year District Facilities Work Program.	School capacity, facility maintenance, siting, and capital needs as identified by the School District.	Supports adopted public school LOS.	Incorporated by reference and updated annually by the School District.

Objective 5 Concurrency Management Program

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

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

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

Policy 5.1 General: Levy County's Concurrency Management Program and regulations shall meet the following minimum standards:

(1) Consistent with public health and safety, sanitary sewer, solid waste, drainage, adequate water supply, and potable water facilities shall be in place and available to serve new development no later than the issuance by Levy County of a certificate of occupancy, or its functional equivalent. Prior to approval of a building permit or its functional equivalent, Levy

County shall consult with the applicable water supplier to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance by Levy County of a certificate of occupancy or its functional equivalent. If applicable, the County shall consult with the relevant wastewater service provider to ensure that adequate wastewater facilities are available to serve the development.

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

(3) Transportation facilities necessary to meet the level of service standards adopted by the County shall be in place and available to serve new development at the time a development permit, or its functional equivalent, is issued~~.~~, However, a permit may be issued if either the necessary facilities or services are the subject of a binding, executed contract for the construction of the proportionate share of required improvements consistent with the requirements in Policy 5.5(3), or the applicant shall satisfy applicable proportionate-share, development agreement, impact fee, or other lawful mitigation requirements consistent with the Transportation Element, Land Development Code, and state law.

(4) Public school facilities necessary to meet the level of service standards adopted by the County shall be in place or under actual construction within three years after the issuance of a final subdivision or site plan approval, or the functional equivalent; or~~,~~ the developer executes a legally binding commitment to provide appropriate mitigation proportionate to the demand for public school facilities to be created by actual development of the property. ~~Options for appropriate proportionate-share mitigation are listed in Public Schools Facilities Element Policy 2.4.3.~~

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

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

(1) Withdraw the application and wait for the required capacity to become available;
(2) Reduce the proposed density/intensity such that the project is found to be concurrent;
(3) Request that the Capital Improvement Element be amended to move forward

the required improvements needed to provide the required capacity to service the project;

(4) Request that the Capital Improvement Element be amended to add improvement programs which will provide sufficient capacity to service the project; or

(5) Fund 100% of the needed potable water, wastewater, solid waste, drainage and/or water supply improvements to service the project at the adopted level of service by signing a binding agreement, or enter into a binding agreement to pay for or construct proportionate-share mitigation for transportation improvements or public school facilities, as applicable.

Policy 5.3 Preliminary Development Orders: Submittal for approval of a preliminary development order ~~which~~ that does not establish binding densities and intensities of development may be reviewed for concurrency as one ~~criteria~~criterion in the evaluation of the preliminary development permit submittal. No final capacity reservation shall be granted unless and until the County determines that sufficient public facility capacity exists or will be provided consistent with this Element and the Land Development Code, and applicable law.

(1) The County shall determine or require the applicant to provide information sufficient to determine the available capacity of public facilities prior to approving a final development order. ~~approval; and~~

(2) ~~No rights to obtain a final development approval, nor any other rights to develop the subject property, will have been granted or implied by the County's approval of the preliminary development permit, or its functional equivalent, without determining the capacity of public facilities and services.~~ Approval of a preliminary development order, or its functional equivalent, shall not reserve capacity, grant final concurrency approval, or grant or imply any right to obtain a final development approval or otherwise develop the subject property unless the capacity of public facilities and services has been determined consistent with this Element and the Land Development Code.

(3) ~~Preliminary Development Permits – these shall be re-zonings, Comprehensive Plan amendments and similar development orders that do not necessarily reflect a specific intensity and density development proposal. They shall be orders for which a preliminary concurrency evaluation may be utilized in evaluating whether or not to approve the order and for which long term planning implications may be considered, but for which no concurrency is granted and for which the lack of concurrency shall not be the sole reason for denial of the preliminary development order.~~ Preliminary development orders include rezonings, Comprehensive Plan amendments, and similar development orders that do not necessarily reflect a specific development proposal with binding density, intensity, site design, infrastructure demand, or timing. These orders may be reviewed using a preliminary concurrency evaluation for purposes of long-range planning, facility coordination, and identification of potential public facility needs; however, no concurrency shall be granted, and lack of concurrency shall not be the sole reason for denial of the preliminary development order.

Policy 5.4 Intermediate and Final Development Orders: Prior to issuance of a final development order~~, which~~ that establishes binding densities and intensities of development, the County shall require the availability of sufficient capacity of public facilities to maintain adopted

LOS standards for the existing population, for reservations of approved development orders, and for the needs of the new development proposed, concurrent with the timing of the new development proposed.

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

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

Final Development Orders. Final development orders include building permits, final plats, and similar development orders that authorize vertical construction, final subdivision of property, or other final development activity. Variances shall require concurrency review only when the variance is directly associated with a specific development proposal that creates or increases demand on public facilities. Final development orders shall require a specific concurrency evaluation unless such evaluation was completed as part of an unexpired intermediate development order and capacity remains validly reserved. Lack of concurrency may be the sole reason for denial of a final development order.

Policy 5.5 Final Development Order Determination: A final development order ~~(final concurrency determination), which~~ or final concurrency determination that establishes specific density and intensity of development~~,~~ shall not be approved~~,~~ unless the ~~following~~required ~~conditions for the provision of~~public facilities are ~~met~~concurrently ~~(excluding~~in ~~approved~~place, ~~intermediate development orders that have proceeded according~~conditioned to be in place no later than the ~~timeliness~~certificate of ~~such~~occupancy ~~approvals):~~or functional equivalent, guaranteed through an enforceable agreement, funded or constructed through applicable

proportionate-share mitigation, or otherwise provided consistent with this Element, the Land Development Code, and applicable state law.

(1) ~~Are concurrently in place when the final development order is issued;~~ The necessary public facilities and services are concurrently in place and available to serve the development when the final development order is issued.

(2) ~~The development order is issued with the condition that the necessary facilities and services will be in place and available to serve new development no later than the issuance of a certificate of occupancy or its functional equivalent.~~
The development order is issued with a condition requiring that the necessary facilities and services be in place and available to serve the development no later than the issuance of a certificate of occupancy, or its functional equivalent, consistent with applicable concurrency requirements.

(3) ~~For meeting transportation concurrency requirements, the applicant agrees to enter into a binding agreement to pay for or construct its proportionate share of the required improvements. The proportionate-share contribution or construction must be sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility. The applicant shall not be held responsible for the additional cost of reducing or eliminating deficiencies. Levy County will not require payment or construction of transportation facilities whose costs would be greater than a development's proportionate share of the improvements necessary to mitigate the development's impacts. The proportionate-share contribution shall be calculated based on the number of trips from the proposed development expected to reach roadways during the peak hour from the stage or phase being approved, divided by the change in the peak hour maximum service volume of roadways resulting from construction of an improvement necessary to maintain or achieve the adopted level of service. In using the proportionate-share formula, the applicant, in its traffic analysis, shall identify those roads or facilities that have a method in accordance with the transportation deficiency as defined above. The proportionate-share formula shall be applied only to those facilities that are determined to be significantly impacted by the project traffic under review. If any road is determined to be transportation deficient without the project traffic under review, the costs of correcting that deficiency shall be removed from the project's proportionate-share calculation and the necessary transportation improvements to correct that deficiency shall be considered to be in place for purposes of the proportionate-share calculation. The improvement necessary to correct the transportation deficiency is the funding responsibility of the entity that has maintenance responsibility for the facility. The development's proportionate share shall be calculated only for the needed transportation improvements that are greater than the identified deficiency.~~
For transportation concurrency, the applicant agrees to enter into a binding agreement to pay for or construct the development's proportionate share of the required improvements. The applicant shall not be responsible for correcting pre-existing transportation deficiencies beyond the development's proportionate share of the improvements necessary to mitigate the development's impacts. Any proportionate-share contribution or construction shall be calculated and applied consistent with applicable state law, the Transportation Element, this Element, and the Land Development Code.

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

The necessary public facilities and services are guaranteed by an enforceable development agreement, development order condition, or other legally binding agreement to be in place and available to serve the development no later than the issuance of a certificate of occupancy, or its functional equivalent.

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

For public school facilities concurrency, the developer executes a legally binding commitment to provide appropriate mitigation proportionate to the demand for public school facilities created by the development, consistent with the Public School Facilities Element, the interlocal agreement, and applicable law.

Policy 5.6 Concurrency Management Program Database: ~~Creation~~The ~~of~~County should maintain a Concurrency Management ~~Program will make it necessary for the County to construct a~~ database or equivalent tracking system to monitor ~~all~~existing ~~variables~~capacity, ~~which~~committed ~~will~~capacity, ~~determine~~reserved ~~whether~~capacity, planned improvements, available capacity, and development demand for adopted public facility level of service standards ~~are being maintained, i.e., whether available capacity exceeds demand.~~

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

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

Simultaneous to the continuous monitoring of existing and required capacity will be the monitoring of available capacity. As capacity is added to the infrastructure system ~~in terms of~~ through facility construction and/or improvements, the facilities inventory database will be modified to reflect the addition. Capacity analyses will be updated annually for all adopted level of service standards. Additionally, the County's transportation system will be monitored at more frequent intervals ~~for additional assurance~~ to ensure that the LOS standards for roads are not compromised. This additional information will also forewarn the County and applicants which locations may shortly experience capacity problems.

Policy 5.8 The County should coordinate the annual concurrency report with the annual budget, Five-Year Schedule of Capital Improvements, Water Supply Facilities Work Plan updates,

FDOT Work Program coordination, solid waste capacity monitoring, drainage and flood protection needs, parks and recreation planning, and School District facility planning.

Objective 6 Long-~~range~~Range Capital Improvements and Concurrency Management System ~~(10 years)~~

The transportation analysis supporting this amendment indicates, based upon anticipated growth that no roadway segments within the County will fall below their adopted level of service by 2035. The County does not anticipate a backlog of transportation facilities within the long-range planning timeframe. The County shall maintain a long-range capital improvements and concurrency management system that evaluates public facility needs over at least a ten-year planning period and supports the 2050 Comprehensive Plan horizon. The system should use the best available data from the adopted Comprehensive Plan, Data and Analysis Report, Transportation Element, Infrastructure Element, Water Supply Facilities Work Plan, Solid Waste planning, Recreation and Open Space Element, Public School Facilities planning, FDOT Work Program, water management district planning, adopted budgets, adopted Five-Year Schedule of Capital Improvements, and applicable regional or interlocal planning efforts.

Policy 6.1 The County shall annually review long-range public facility needs to determine whether adopted level of service standards are being maintained and whether capital improvements should be programmed, accelerated, deferred, modified, or coordinated with other public or private funding sources.

Policy 6.2 The County should use the long-range concurrency management system to identify emerging capacity needs, recurring maintenance needs, disaster recovery and resilience needs, grant opportunities, and potential infrastructure constraints that may affect future land use, development phasing, public facility timing, or capital improvements programming.

Policy 6.3 The County should coordinate long-range transportation capital planning with FDOT, adjacent counties, municipalities, regional partners, and the Transportation Element, including roadway LOS, SIS corridors, US 19/US 98, US 27/Alt. 27, evacuation, freight and agricultural mobility, rural road preservation, safety, and resurfacing needs.

Policy 6.4 The County should coordinate long-range infrastructure capital planning with potable water, sanitary sewer, solid waste, drainage, stormwater, flood protection, coastal resilience, parks and recreation, and public safety needs, including facility improvements necessary to support compact growth, protect natural resources, and avoid premature or inefficient infrastructure extensions into rural areas.

Policy 6.5 Supporting schedules, including FDOT Work Program summaries and budget/CIP tables, shall be updated as needed to reflect the most current adopted information. Draft, proposed, or preliminary capital programs may be referenced for planning purposes but shall not replace adopted capital schedules unless formally adopted by the County.

Planning Notes for Final Adoption

The adopted FY 2025-2026 Budget and the County's 2026 Five-Year Capital Improvement Plan provide the current adopted budget baseline for this draft update. The preliminary FY 2026-2027 capital improvements program provided during the 2026 budget process identifies emerging

capital priorities, including transportation, road restoration, landfill operations, public facilities, emergency management, parks and recreation, utilities, fleet, and equipment needs. The final adopted FY 2026-2027 budget and Five-Year Schedule should be inserted before transmittal or adoption of the Comprehensive Plan update.

The Florida Department of Transportation (District 2) 5-year Transportation Improvement Program for Levy County is currently in review and can be added or updated upon final approval.

INTERGOVERNMENTAL COORDINATION ELEMENT

GOALS, OBJECTIVES AND POLICIES

Element Guide:

Objective 1	Interagency Coordination and Interlocal Partnerships	Technical Advisory Committee; Coordination and Sharing of Information; Joint Forums
Objective 2	Coordination with the School Board	School facilities planning; School concurrency; Shared use and siting coordination
Objective 3	Monitoring and Evaluation related to Public Schools	Plan and work program consistency; annual monitoring
Objective 4	Intergovernmental Coordination / Development Review	Local Comprehensive Plan Review Process; Dispute Resolution; Coastal High Hazard Areas; Natural Resource Coordination
Objective 5	Coordination / Level of Service	Level of Service Standards; Public facility and service coordination
Objective 6	Joint Planning Areas and Municipal Service Areas	Municipal coordination; annexation; infrastructure planning; growth management

Goal:

Develop and maintain effective processes and procedures needed to respond to local, regional, state and multi-jurisdictional comprehensive planning and development issues.

Objective 1 Interagency Coordination

Coordinate the Levy County Comprehensive Plan with the plans of the Levy County School Board and other units of government providing services to the County, but not having regulatory authority over the use of land with the plans of the County, municipalities and adjacent counties.

Technical Advisory Committee

Policy 1.1 Intergovernmental issues and procedures shall be addressed through a County Technical Advisory Committee. Appropriate governmental, regulatory, and non-regulatory representatives shall meet, when necessary, to coordinate land use plans, emergency planning, population projections, public school siting, natural resource protection, and proposed development issues that impact multiple jurisdictions and involve other regulatory and non-regulatory interests.

Coordination and Sharing of Public Information

Policy 1.2 On an ongoing basis, Levy County shall establish new and review existing coordination mechanisms that will evaluate and address its comprehensive plan. Levy County

shall also review and evaluate programs and their effects on the Comprehensive Plans developed for adjacent local governments, the school district and other units of local government providing services but not having regulatory authority over the use of ~~its~~ their land. Levy County will accomplish this work through an annual county-wide forum, joint meetings ~~and /~~ or other types of forums with other agencies as needed.

Policy 1.3 Levy County will coordinate with appropriate governmental and regulatory agencies on land use and development plans to advance the goals, objectives and policies of the Comprehensive Plan.

Policy 1.4 The County shall prepare administrative procedures for intergovernmental coordination processes, including development and land use review. This information will be provided to each political or governmental jurisdiction.

Policy 1.5 Levy County growth and development plans, development proposals, and development-related information shall be available to the public and governmental entities.

Objective 2 Coordination with the School Board

Levy County shall strive to maintain and enhance joint planning processes and procedures for ~~coordination of~~ coordinating public education facilities for planning and decision-making.

Policy 2.1 The County will continue to develop joint planning programs with the Levy County School Board to ensure that the future needs and plans for both agencies are sufficiently addressed. The primary intent of the joint planning program shall be to:

a. Establish formalized review and planning coordination processes with the Levy County School Board;
b. Encourage the location of public school facilities in proximity to student populations and in a manner that maximizes the use of existing and future infrastructure;
c. Identify current and future ~~opportunity~~ opportunities and population needs for shared public facilities, including but not limited to recreational uses (i.e., playgrounds, playing fields), libraries, shelter facilities, community centers and other civic functions.
d. Ensure that proposed school sites are consistent with the Comprehensive Plan.

Policy 2.2 In cooperation with the School District and the local governments within Levy County, the County will implement the Interlocal Agreement, as required by Sections 1013.33, and 163.3177, Florida Statutes, which includes procedures for:

a. Joint Meetings
b. Planning and Zoning Meeting Participation
c. Population Projections
d. Coordination and Sharing of Information
e. Implementation of School Concurrency
f. Comprehensive Plan Amendments, Rezonings, Development Approvals and the School Concurrency Procedure
g. School Site Analysis
h. Supporting Infrastructure

i. Educational Plant Survey and Five-Year District Facilities Work Program
j. Collocation and Shared Use
k. Oversight Process
l. Resolution of Disputes
m. Amendment of Agreement

Policy 2.3 Annually, Levy County shall ask the School District to provide information from ~~their~~ its Five-Year District Facilities Work Plan to determine the need for additional school facilities, information detailing existing facilities, their locations and projected needs and planned facilities with funding representing the District's unmet needs.

Policy 2.4 In order to coordinate the effective and efficient provision and siting of public educational facilities with associated infrastructure and services within Levy County, ~~Levy County,~~ the Levy County School District, the Town of Bronson, the City of Williston, the City of Cedar Key, and the City of Chiefland shall meet jointly to develop mechanisms for coordination. Such efforts may include:

a. Coordinated submittal and review of the annual capital improvement program of Levy County, the Five-Year District Facilities Work Plan, and the Five-Year Educational Plan Survey of the Levy County School District.
b. Coordinated review and assessment of the associated costs and expenditures of siting and developing schools with needed public infrastructure.
c. Coordinated review of residential planned developments or mixed-use planned developments involving residential development.
d. Use of a unified data base including population (forecasts of student population), land use, and facilities.

Policy 2.5 Amendments to the Future Land Use Map will be coordinated with the School District and the Public School Facilities map series in the element.

Policy 2.6 Levy County and the Levy County School District will develop and maintain a map depicting the required school facilities based on maximum development potential. On an annual basis, this map will be evaluated and revised as necessary.

Objective 3 Monitoring and Evaluation related to Public Schools

Levy County shall strive to continually monitor and evaluate the Public Schools Facilities Element in order to ~~assure~~ ensure the best practices of the joint planning processes and procedures for coordination of planning and decision-making.

Policy 3.1 Levy County and the Levy County School District will coordinate during updates or amendments to the Comprehensive Plan and updates or amendments for long-range plans for School District facilities.

Objective 4 Intergovernmental Coordination /Development Review

Establish a development review process to ensure that the impacts of development proposed in the Levy County Comprehensive Plan upon development in adjacent municipalities, adjacent

counties, the region, and the state are coordinated with these jurisdictions and regional and state regulatory agencies.

Local Comprehensive Plan Review Process

Policy 4.1 Comprehensive Plan updates and amendments will be provided to all affected jurisdictions for review. All comments and recommendations received and/or transmitted will be a part of the public record.

Policy 4.2 Proposed land use amendments and development plans shall be reviewed for consistency with the goals, objectives, and policies of the Comprehensive Plan.

Dispute Resolution

Policy 4.3 Disputes or issues with other local governments including, but not limited to, annexations issues, will be resolved through the Regional Planning Council's informal mediation process.

Policy 4.4 Comprehensive Plan updates and amendments will be reviewed to ensure compatibility and consistency with the comprehensive plans of adjacent municipalities and counties.

Coastal High Hazard Areas

Policy 4.5 The review of proposed land use and development plans within the Coastal High Hazard Area (Category 1 Evacuation Zone) will be coordinated with Cedar Key, Inglis, Yankeetown, Citrus County, and Dixie County. A scheduled workshop with the adjacent jurisdictions will be held prior to the issuance of development approval.

Policy 4.6 The review of proposed developments in environmentally sensitive areas or on property adjacent to public lands or natural reservations will be coordinated with the appropriate local, state, and federal agencies and consistent with the guidelines in the Conservation Element.

Objective 5 Coordination/Level of Service

Promote the efficient and orderly provision of services to the community through coordination with state, regional, and local entities having operational and maintenance responsibilities to ensure that adopted Levy County level of service standards for public facilities are consistent with other regulatory entities.

Level of Service Standards

Policy 5.1 Levy County will coordinate proposed Level of Service standards changes with appropriate jurisdictions and regulatory agencies (i.e., FDOT, DEP) to ensure consistency with local Comprehensive Plans and with State and Federal regulatory standards.

Policy 5.2 Recreational needs and services shall be addressed in coordination with municipalities and the School Board in order to maintain the adopted level of service standards in the Recreation and Open Space Element.

Policy 5.3 The stormwater management level of service standard for stormwater quantity and quality shall, at a minimum, meet the requirements of the applicable Water Management District.

PROPERTY RIGHTS ELEMENT

GOALS, OBJECTIVES AND POLICIES

Goal:

Ensure private real property rights are considered in local decision-making and that judicially acknowledged and constitutionally protected private property rights are respected through the inclusion of a Property Rights Element within the Levy County Comprehensive Plan. For purposes of the Property Rights Element, the term “property owner” or “real property owner” means the person who holds legal title to the real property that is the subject of and directly impacted by the action of the County in its local decision-making. The term does not include another governmental entity.

Objective 1

Implement and maintain mechanisms to ensure that private property rights are considered in local decision- making. Provided, nothing in this Property Rights Element is intended to grant additional rights not already in existence or to supersede existing rights in accordance with the law. Further, nothing herein shall require the County to ascertain or determine the existence of any purported private interest in real property, which when disputed is within the jurisdiction of the circuit courts (see s. 26.012(g), Florida Statutes (2021), and Art. V, Sec. 20(c)(3), Fla. Const.).

Policy 1.1 The right of a real property owner to physically possess and control his or her interests in the real property, including easements, leases, or mineral rights.

Policy 1.2 The right of a real property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to applicable federal, state, and local law.

Policy 1.3 The right of a real property owner to privacy and to exclude others from the property to protect the property owner’s legal interests in such real property, subject to applicable federal, state, and local law.

Policy 1.4 The right of a real property owner to dispose of his or her real property interest through sale or gift.

NOTICE OF COUNTY COMMISSION PUBLIC MEETING

Public hearings on the petitions described below will be conducted by the **Levy County Commission on Tuesday, October 20 at 9:00 a.m.** or as soon thereafter [illegible]er may be heard during the course of action. Said hea[illegible]held in the Levy County Government Center Auditorium, 310 School Street, Bronson, Florida.

DRAFT 2050 Comprehensive Plan

Public Live Streaming Information
Levycofl.portal.civicclerk.com

Levy County Board of County Commissioners
310 School Street Suite 112
Bronson FL, 32621
352-486-5198
Email: planning@levycounty.org
Website: www.Levycounty.org

In accordance with Section 286.0105, Florida Statutes, should any agency or person decide to appeal any decision made with respect to any matter considered at this meeting, such agency or person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based"; and "In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the proceeding should contact the Office of the Board of County Commissioners at (352) 486-5218, at least two (2) days prior to the date of the meeting. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice) or 1-800-955-8771 (TDD)

Copies of said petitions and subsequent staff reports (if applicable) will be available for review, by appointment, at the Levy County Planning and Zoning Departmen[illegible]School Street Bronson, FL 32621. For information call [illegible]5-5198. Interested parties may appear at the meeting and be heard regarding the proposed petitions.

Published October 9, 2026.

Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Mitch Harrell, Director
2. **Department:** Public Safety
3. **Meeting Date:** Tuesday, October 20, 2026
4. **Requested Action:**
   Approve the Levy County Department of Public Safety (EMS) Certificate of Public Convenience and Necessity (COPCN).
5. **Cost & Funding Source:**
   There is no cost associated with this request.
6. **Justification of Request:**
   Under Florida Statute Chapter 401, this COPCN is necessary for the County to continue operating advanced life support (ALS)/basic life support (BLS) services permitted by the State.

EMERGENCY MEDICAL SERVICES

Certificate of Public Convenience and Necessity

WHEREAS, Levy County on behalf of its **Levy County Department of Public Safety a/k/a EMS Department** has requested authorization to provide **Basic Life Support and Advanced Life Support** services to the citizens of Levy County; and

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, Florida Statutes) and rules (Chapters 64J-1 and 64J-2, Florida Administrative Code).

THEREFORE, the Board of County Commissioners Levy County has hereby issued a Certificate of Public Convenience and Necessity to said service to provide **Basic Life Support and Advanced Life Support** services with limitations as prescribed on this certificate.

IN ISSUING this certificate, the governing body of Levy County has considered any recommendations it has received from affected municipalities.

Effective Date: November 7, 2026
Date Issued: October 20, 2026

Limitations: None

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

_____
Matt Brooks, Clerk

Date of expiration: November 7, 2028
(Unless certificate is sooner revoked or suspended)

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

_____
Tim Hodge, Chairman

Levy County Board of County Commissioners Agenda Item Summary Form


1. **Name and Title:** Thomas Strom, County Engineer
2. **Department:** Engineering
3. **Meeting Date:** Tuesday, October 20, 2026
4. **Requested Action:**
5. **Cost & Funding Source:**

Direct staff draft a surplus and disposition resolution and associated conveyance documents in coordination with FDOT for Borrow Pit Number 3 (Parcels 187 and 188 Part), and bring the resolution back to the Board for approval and authorization for the Chair to execute the necessary documents at the November 3, 2026, meeting, or as soon thereafter as practicable.

6. **Justification of Request:**

FDOT has requested that Levy County convey its ownership interest in Borrow Pit No. 3 (Parcels 187 and 188 Part), which was jointly acquired by FDOT and Levy County in connection with a State road project in the 1960s. County staff has determined the property is not needed for current or future County purposes. As part of the proposed transaction, FDOT would convey Parcel 188 (Part), containing the roadway/haul route portion, to Levy County.

Staff is requesting direction to finalize the surplus and disposition documents with FDOT and return with the final resolutions and conveyance documents for Board consideration.


FED. ROAD DIV. No. 3
STATE FLA.
SHEET No. 3
RANGE 18 EAST
BORROW PIT NO. 9
LT. STA. 436+00.00
No Pit Drain Req'd.
BORROW PIT NO. 2
LT. STA. 489+28.14
No Pit Drain Req'd.
BORROW PIT NO. 3
LT. STA. 489+28.14
No Pit Drain Req'd.
TO BE QUITCLAIMED
SEE DETAIL "B"
Scale 1 inch = 400 feet
BEAMER'S ACRES
P.B. 8, P. 65
BORROW PIT NO. 8
LT. STA. 531+41.52
No Pit Drain Req'd.
P.I. STA. 457+46.76
Δ = 0° 02' 30" LT.
P.I. STA. 547+89.47
Δ = 0° 02' 20" LT.
40' Haul Route
Haul Route - 40' R/W
Graded Road
Underground Water Line
S 70°59'44" E
S 71°02'13" E
S 71°04'33" E
DETAIL
1 inch = 200 feet
S. 71°02'13" E. ℄ S.R. 500
TOWNSHIP 12 SOUTH
TOWNSHIP 13 SOUTH
RANGE 18 EAST
SCALE: 1 INCH = 300 FEET
BORROW PIT NO. 5 & EXT. NO. 1 & EXT. NO. 2 - REVISED 2
RT. STA. 560+23.24
BORROW PIT NO. 6
RT. STA. 560+23.24
No Pit Drain Req'd.
TO BE QUITCLAIMED
OR BK. 1243, PG. 197
9-26-11
TWP. 12 SOUTH
SEC. 35
SEC. 2
TWP. 13 SOUTH
7-1-85
QUITCLAIM PARCEL 190.1
BORROW PIT NO. 4 & EXT.
RT. STA. 560+23.24
No Pit Drain Req'd.
7-1-85
QUITCLAIM PARCEL 194.1
WILLISTON
West City Limit Line of Williston
EQUATION: STA. 642+50.08 - ℄ LT. RDWY. = STA. 642+50.08 - ℄ SURVEY
EQUATION: STA. 642+50.83 - ℄ RDWY. = STA. 642+50.00 - ℄ SURVEY
℄ Lt. Roadway
P.I. Sta. 634+63.43
Δ = 1°18'40" Lt.
D = 0°15'
T = 262.23'
L = 524.44'
R = 22,918.32'
P.C. Sta. 632+01.20
P.R.C. Sta. 637+25.64
℄ Lt. Roadway
P.I. Sta. 639+87.87
Δ = 1°18'40" Rt.
D = 0°15'
T = 262.23'
L = 524.44'
R = 22,918.32'
P.R.C. Sta. 637+25.64
P.T. Sta. 642+50.08
℄ Rt. Roadway
P.I. Sta. 626+13.26
Δ = 2°43'46" Lt.
D = 0°15'
T = 545.93'
L = 1091.78'
R = 22,918.32'
P.C. Sta. 620+67.27
P.R.C. Sta. 631+59.05
℄ Rt. Roadway
P.I. Sta. 637+05.04
Δ = 2°43'46" Rt.
D = 0°15'
T = 545.99'
L = 1091.78'
R = 22,918.32'
P.R.C. Sta. 631+59.05
P.T. Sta. 642+50.83
Scale 1 inch = 400 feet
S. 71°04'33" E.
S. 71°09'33" E.
Paved Road
State Road 316
To Flemington
State Road 45
To Dunnellon
RANGE 18 EAST
RANGE 19 EAST
TWP. 12 SOUTH
TWP. 13 SOUTH
Pit No. 5
Pit No. 6
Pit No. 4
See Detail Above
DETAIL "B"
SCALE: 1"=200'
TO BE QUITCLAIMED
O. R. BOOK , PAGE
EXIST. R/W
STATE ROAD #500 (U.S. ALT. 27)
S71°02'13"E SURVEY BASELINE
STATE OF FLORIDA
STATE ROAD DEPARTMENT
RIGHT OF WAY MAP
STATE ROAD NO. 500 U.S. 27-A LEVY COUNTY
DRAWN
TRACED G.A.B. 7-19-62
CHECKED N.L.S. 7-26-62
COMPARED
INDEXED
DISTRICT ENGINEER
ENGINEER OF RIGHTS OF WAY
STATE HIGHWAY ENGINEER
SECTION 34010-2503 SHEET 3 OF
REVISION BY DATE

Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Doug Partin, Facilities Manager
2. **Department:** Facilities
3. **Meeting Date:** Tuesday, October 20, 2026
4. **Requested Action:**
   Award ITB_2026_10 Roof-Department of Public Safety to Keeler Roofing LLC in the amount of $43,517.50.
5. **Cost & Funding Source:**
   Budgeted for capital improvements in the Facilities other buildings budget 2026-2027.
6. **Justification of Request:**
   This contract was originally awarded to Rogers Roofing, who cancelled the contract on October 6, 2026. The award is being made to the second-lowest responsive bidder for ITB_2026_10. The roof on the old Maintenance Building requires replacement to ensure the facility is safe, secure, and suitable for continued use. The building is being prepared for transition into the new Department of Public Safety, which will require the facility to be in reliable and functional condition. Completing the roof replacement prior to the transition will ensure the building is properly prepared to accommodate the Department of Public Safety and its operations.

LEVY COUNTY
FLORIDA

LEVY COUNTY BOARD OF COUNTY COMMISSIONERS
310 SCHOOL STREET
BRONSON, FL 32621

ITB_2026_10 - Roof - Department of Public Safety

Date of Distribution/post on OpenGov	June 19, 2026
Deadline for Questions and Contract Exception Form	July 9, 2026, 11:00am
Final Addenda Posted	July 14, 2026, 11:00am
Bid Due Date NOTE: Any bid submitted after the due date and time (regardless of reason) will be rejected by the County.	July 17, 2026, 10:00am
Bid Opening (Non-Mandatory)	July 17, 2026, 11:00am Levy County Government Center, 318 Mongo Street, Room C, Bronson, FL 32621
County Commission Meeting – Award of Contract to lowest responsive, responsible bidder (Non-Mandatory)	August 4, 2026, 9:00am Levy County Government Center Auditorium, 310 School Street, Bronson, FL 32621

SUBMITTAL OF RESPONSE: Levy County only accepts electronic submittals through OpenGov Procurement at https://procurement.opengov.com/portal/levycounty/projects/275203. To submit a bid in response to this

solicitation, the bidder must be registered with OpenGov. For questions relating to this procurement process, contact Jason Rivera, Director of Finance & Administration at rivera-jason@levycounty.org

Table Of Contents

1. ADVERTISEMENT
2. PROJECT REQUIREMENTS
3. INSURANCE REQUIREMENTS
4. SCOPE OF WORK
5. INTENT AND GENERAL INFORMATION
6. VENDOR QUESTIONNAIRE
7. ATTACHEMENTS

Attachments:

A - Form of Contract_Local or Federal Funded Construction Projects Draft for OpenGov

B - SUPPLEMENTAL FEMA PROVISIONS - ITB

1. ADVERTISEMENT

BOARD OF COUNTY COMMISSIONERS

LEVY COUNTY, FLORIDA

INVITATION TO BID

ITB_2026_10 – Roof - Department of Public Safety

Notice is hereby given that Levy County, Florida will be receiving sealed bids via OpenGov Procurement at https://procurement.opengov.com/portal/levycounty/projects/275203, for the following:

Levy County is seeking bids from qualified and experienced firms for the labor, materials, equipment, supervision, permits, and incidentals necessary to perform a complete removal and replacement of the existing roofing system at the Public Safety Building at the Government Center (319 Mongo Street, Bronson, FL).

BID OPENING AT THE LEVY COUNTY GOVERNMENT CENTER

318 MONGO ST, ROOM C

BRONSON, FL 32621

BID DUE DATE: Friday, July 17, 2026 - 10:00 am

E-BID OPENING DATE: 7/17/2026 – 11:00 AM

All bid documents are available online through OpenGov at https://procurement.opengov.com/portal/levycounty/projects/275203. If you have any questions, please contact Jason Rivera, Director of Finance & Administration at (352) 486-5218 or rivera-jason@levycounty.org.

2. PROJECT REQUIREMENTS

2.1. INTENT AND ITB TIMELINE

It is the intent of Levy County to award a contract to the lowest responsive, responsible bidder to provide Roof - Department of Public Safety. The following is the timeline for this ITB; however, the County reserves the right to revise this timeline by issuance of written addenda to this ITB. Proposer must adhere to the published timeline, as revised from time to time.

Date of Distribution/post on OpenGov:	June 19, 2026
Deadline for Questions and Contract Exception Form:	July 9, 2026, 11:00am
Final Addenda Posted:	July 14, 2026, 11:00am
Bid Due Date NOTE: Any bid submitted after the due date and time (regardless of reason) will be rejected by the County.:	July 17, 2026, 10:00am
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County Commission Meeting – Award of Contract to lowest responsive, responsible bidder (Non-Mandatory):	August 4, 2026, 9:00am Levy County Government Center Auditorium, 310 School Street, Bronson, FL 32621

2.2. BACKGROUND

Levy County is a local government entity governed by a Board of County Commissioners (the “Board” or “BOCC”) and administered by a County Manager. The County is approximately 1,413 square miles in size and has a population of approximately 46,000 (that includes 7 municipalities). The unincorporated area is largely rural with approximately 92.8% of the County’s Future Land Use being comprised of Natural Resources and Conservation (18%), Forestry/Rural Residential (42.4%) and Agricultural/Rural Residential (32.4%).

2.3. CONTRACT TIME

The County anticipates entering into a Contract in the form attached to this ITB immediately upon award of this Bid by the Board of County Commissioners to a Contractor. The term of the Contract will be for an initial 1 year and may be extended for an additional If required and upon mutual agreement. upon written notice by the County.

2.4. BID GUARANTEE

The Bid shall be accompanied by a 5% Bid Guarantee which shall be in the form of a Bid Bond, Certified or Cashier’s Check or Bank Draft (no cash, company, or personal checks will be accepted) made payable to the Levy County Board of County Commissioners. The purpose is to guarantee that the Bidder will not withdraw its bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into the agreement within ten (10) days after receipt of notice of acceptance of the bid from the County. In the event of withdrawal of bid or failure to fully execute the contract within ten (10) days, the bidder may be deemed in default and

liable to the County for the full amount of the default. The Bid Guarantee will be released upon execution of the agreement.

2.5. PAYMENT AND PERFORMANCE BOND OR OTHER FORM OF SECURITY

At the time of execution of the Agreement with the County, the Contractor shall provide a combination Payment and Performance Bond issued by a surety insurer authorized to do business in the State of Florida as a surety and the Bond must be in the form required by Section 255.05, Florida Statutes. Alternatively, the Contractor may provide one of the alternative forms of security authorized by Section 255.05(7), Florida Statutes. Any security provided shall be in the amount of 100% of the Bid Amount.

3. INSURANCE REQUIREMENTS

The (Contractor/Vendor) shall furnish Levy County (County) with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the County before the commencement of any work activities.

3.1. Worker's Compensation

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of $500,000 each accident, $500,000 each employee, $500,000 policy limit for disease.

3.2. Commercial General Liability – Occurrence Form Required

Vendor shall maintain commercial general liability (CGL) insurance with a limit of not less than $500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at $100,000.

3.3. Commercial Automobile Liability Insurance

Vendor shall maintain automobile liability insurance with a limit of not less than $1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

3.4. Builders Risk Insurance

The Contractor shall purchase and maintain Builders Risk Insurance to cover the subject property for all risks of loss, subject to a wavier of coinsurance, and covering off-site storage, transit and installation risks.

The policy is to be endorsed to cover the interest of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to cover testing and to grant permission to occupy the facility under construction or renovation during such activity.

4. SCOPE OF WORK

4.1. Scope

The Contractor shall furnish all labor, materials, equipment, supervision, permits, and incidentals necessary to perform a complete removal and replacement of the existing roofing system at the Public Safety Building at the Government Center (319 Mongo Street, Bronson, FL) consisting of a base of 7544 sq/ft.

Work shall include, but not be limited to: removal of all existing roofing materials down to the roof deck; inspection of the roof deck; repair or replacement of damaged decking as required; and installation of a new, fully warranted, code-compliant roofing system. The new roofing system shall consist of 30-year architectural asphalt shingles installed as a complete manufacturer-approved system and shall be eligible for, and include, a minimum 20-year No Dollar Limit (NDL) manufacturer's warranty covering materials and workmanship.

A self-adhered ice and water shield underlayment shall be installed in accordance with the manufacturer's requirements and applicable building codes at all roof edges, eaves, valleys, penetrations, and other required locations. All remaining roof areas shall receive approved synthetic or felt underlayment as part of the roofing system.

The scope shall further include replacement of all flashings, edge metals, drip edges, and penetration seals; proper integration with existing roof drains and rooftop equipment; and installation of all components required to achieve a watertight, wind-resistant roofing system. Shingles and system components shall meet or exceed applicable wind uplift and impact resistance requirements of the Florida Building Code.

The Contractor shall obtain all required permits, schedule and pass all inspections, and provide all documentation required for closeout, including warranty certificates. The Contractor shall protect the building, occupants, and emergency operations during construction, properly dispose of all debris, and leave the site clean and fully operational upon completion.

All work shall be performed in accordance with applicable building codes, manufacturer installation requirements, and recognized industry standards, and shall result in a watertight, durable roofing system suitable for an occupied emergency services facility.

5. INTENT AND GENERAL INFORMATION

Thank you for your interest in working with Levy County. General information regarding this bid process is provided below:

5.1. QUESTIONS, EXCEPTIONS TO FORM OF CONTRACT AND ADDENDA

There shall not be any contact between a potential bidder/bidder or their representative(s) and any member of County Staff or County Commissioners regarding this Project or ITB.

The County will not respond to verbal (in person or phone) questions regarding this ITB. Bidder must submit written questions via the OpenGov Procurement Portal at https://procurement.opengov.com/portal/levycounty/projects/275203.

Any bidder who requires/requests revision(s) to the Form of Contract must submit a completed Contract Exception Form. The County is under no obligation to grant any exceptions and bids that are contingent on exceptions to Contract being granted will not be accepted. If an exception is rejected by the County during the question portion of this ITB process and the bidder subsequently submits a bid, the bidder is deemed to have waived their request for a Contract exception.

All questions and Contract Exception Forms must be received by the County prior to the deadline for same in order to receive a response. The Contract and Exceptions Form can be found in the ATTACHEMENTS section of this ITB. The County will respond to each question and each completed Contract Exception Form and will issue written addenda for any supplemental instructions or clarifications to the ITB or the Contract. All addenda will be sent to all bidders who received the ITB from the County and will also be posted in OpenGov. Each bidder must acknowledge receipt of addenda as part of its bid and is presumed to have read and be thoroughly familiar with the provisions of this ITB and its addenda.

5.2. HOW TO SUBMIT A BID

The County only accepts electronic submittals through the OpenGov Procurement Portal. In order to submit a bid, the bidder must be registered with OpenGov. The bidder's complete bid must be uploaded in PDF format unless the ITB specifically states otherwise. Any bid submitted after the due date and time will not be accepted by OpenGov and will not be considered. The County is not responsible for any delays in delivery or uploading of a bid caused by any issues a bidder may experience in attempts to upload on OpenGov or caused by any other occurrence. A bidder should give sufficient time to address any delivery or uploading issues when it schedules the submittal of its bid.

The County only accepts electronic submittals through the OpenGov Procurement Portal. In order to submit a bid, the bidder must be registered with OpenGov. The bidder's complete bid must be uploaded in PDF format unless the ITB specifically states otherwise. Any bid submitted after the due date and time will not be accepted by OpenGov and will not be considered. The County is not responsible for any delays in delivery or uploading of a bid caused by any issues a bidder may experience in attempts to upload on OpenGov or caused by any other occurrence. A bidder should give sufficient time to address any delivery or uploading issues when it schedules the submittal of its bid.

Bids must be submitted in the format specified by the County in this ITB. Any erasures or other corrections to the County Forms must be explained or noted over the signature of the proposer. Forms containing any conditions, omissions, erasures, alterations, or irregularities of any kind, whether explained or noted or not, may be rejected by the County.

The documents listed within the Vendor Questionnaire must accompany any bid submitted. A bid submitted without the required documents may result in the County deeming the bid non-responsive. The County reserves the right to request additional information from any bidder prior to award.

The County is not responsible for any expense incurred by a bidder in reviewing, evaluating, preparing, or submitting a bid. Bidders are solely responsible for the entire expense of responding to this ITB.

5.3. HOW TO ASSEMBLE YOUR BID

Bids shall be submitted on the Forms ("Bid Forms") supplied by the County in this ITB. Any erasures or other corrections in the bid forms must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, erasures, alterations, or irregularities of any kind, whether explained or noted or not, may be rejected by the County.

The documents listed within the Vendor Questionnaire must accompany any bid submitted. A bid submitted without the required documents may result in the County deeming the bid non-responsive. The County reserves the right to request additional information from any bidder prior to award.

5.4. WITHDRAWAL OF BIDS

Modifications to or withdrawal of a bid may be made up until the Bid Due Date. Modifications and withdrawals must be documented in OpenGov in order to be recognized by the County. Error or negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.

5.5. CRITERIA FOR AWARD

Award of a contract shall be to the overall lowest responsive, responsible bidder whose bid meets or exceeds the requirements set forth in this ITB. The bidder who is awarded and enters into a contract with the County is referred to as "Contractor."

The County reserves the right to reject the bid of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after the due date and time, the lowest bidder is deemed non-responsible by the County, such bidder shall receive written notice from the County of this determination. The bidder shall have five (5) days from the date of this notice to dispute the determination and to provide to County any additional information it deems relevant regarding bidder's responsibility. The County shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission of bids. In addition, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduce requirements of the County. Any sole response received may be rejected by the County depending on available competition and timely needs of the County.

5.6. ARITHMETIC DISCREPANCIES

For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms submitted by the bidder:

A. Obviously misplaced decimal points will be corrected.

B. In case of discrepancy between unit price and extended price, the unit price will govern.

C. Apparent errors in addition of lump sum and extended prices will be corrected.

5.7. BID PREPARATION & SUBMITTAL EXPENSES

The County is not responsible for any expense incurred by a bidder in reviewing, evaluating, preparing, or submitting a bid. Bidders are solely responsible for the entire expense of responding to this ITB.

5.8. ALL-INCLUSIVE COST

The bid amount shall include all costs necessary to complete the delivery of products or provide the services described in this Invitation to Bid.

5.9. BID OPENING; BID SUBMITTALS

In accordance with Section 255.0518, Florida Statutes, the bids will be opened at a public meeting, and the name of each bidder and the price submitted in the bid will be announced at that meeting. However, in accordance with Section 119.071(1)(b)2, Florida Statutes, the sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1), Fla. Stat., and s. 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

5.10. CODE OF ETHICS

With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Florida Statutes, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for County.

5.11. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the provisions of Title VI of Civil Rights Act of 1964 and the Regulations of the Department of Commerce issued pursuant to such Act, no bidder will be discriminated against on the grounds of race, color, or national origin. In addition, in accordance with the provisions of the County's Procurement Policy, small and minority business enterprises, women's business enterprises and labor surplus area firms will be afforded full opportunity to submit responses to this ITB.

6. VENDOR QUESTIONNAIRE

1. Bid Proposal*

*Response required

2. Is Bidder a small or minority business, women's business enterprise, or labor surplus area firm? *

☐ Yes

☐ No

*Response required

3. Sworn Statement on Public Entity Crime*

Please download the below documents, complete, and upload.

- SWORN_STATEMENT_ON_PUBLIC_E...

*Response required

4. Non-Collusion Affidavit*

Please download the below documents, complete, and upload.

- NON-COLLUSION.pdf

*Response required

5. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

- DRUG-FREE_WORKPLACE_FORM.pdf

*Response required

6. Anti-Human Trafficking Affidavit*

Please download the below documents, complete, and upload.

- ANTI-HUMAN_TRAFFICKING_AFFI...

*Response required

7. Foreign Country of Concern Affidavit

Please download the below documents, complete, and upload.

- Foreign_Country_of_Concern_...

8. Do you have any conflicts of interest?*

☐ Yes

☐ No

*Response required

When equals "Yes"

8.1. Conflict of Interest Disclosure*

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST_DISCLO...

*Response required

9. Certificates of Insurance*

AS PROOF OF INSURANCE COVERAGES REQUIRED IN SECTION INSURANCE REQUIREMENTS

*Response required

10. Evidence that the bidder is qualified to transact business in the State of Florida*

Upload your SunBiz Registration here.

*Response required

11. Copies of any current licenses or certifications required*

*Response required

12. Will you be using subcontractors?*

☐ Yes

☐ No

*Response required

When equals "Yes"

12.1. List of Subcontractors*

Upload a list of your subcontractors here.

*Response required

13. W-9 Copy*

*Response required

14. Bid Bonds*

*Response required

15. Contract Exception Form

Please download the below documents, complete, and upload.

- CONTRACT_EXCEPTION_FORM.pdf

BID TABULATION SHEET

LEVY COUNTY BOARD OF COUNTY COMMISSION

PROJECT NAME: Roof – Department of Public Safety

BID ID: ITB_2026_10

BID DUE DATE/TIME: 7/17/2026 10:00 AM

ESTIMATE: N/A

AWARDED TO	BIDDERS	TOTAL BID AMOUNT	
	AnAghA Solutions Inc	—	Non Responsive
	FNF Enterprises Inc	$34,500.00	Non Responsive
	Jamison & Moddey Roofing + Remodeling	$49,830.00	Non Responsive
	Keeler Roofing LLC	$43,517.50	
	Peerless Restoration & Construction	$68,150.00	Non Responsive
	Rogers Roofing Corp	$35,000.00	
	Ulloa Management Group, LLC	$277,804.35	Non Responsive

SUBMITTED BY

PRINT NAME: Lisa Makar **TITLE:** Executive Coordinator

TELEPHONE: 352-486-5218 **FAX:** _____

EMAIL: makar-lisa@levycounty.org

SIGNATURE: Lisa Makar **DATE:** 7/17/26

*Low bidder is apparent and pending final detailed tabulation and verification of all totals.

County of Levy
Procurement
-, -
310 School Street, Suite 112, Bronson, FL 32621

[KEELER ROOFING LLC] RESPONSE DOCUMENT REPORT

ITB No. ITB_2026_10

Roof - Department of Public Safety

RESPONSE DEADLINE: July 17, 2026 at 10:00 am

Report Generated: Friday, July 17, 2026

Keeler Roofing LLC Response

CONTACT INFORMATION

Company:
Keeler Roofing LLC

Email:
chadd@keelerroofing.com

Contact:
Chadd Buchholz

Address:
578 SE 70th Loop
Trenton, FL 32693

Phone:
N/A

Website:
N/A

Submission Date:
Jul 16, 2026 8:23 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jul 16, 2026 4:49 PM by Chadd Buchholz

Addendum #2
Confirmed Jul 16, 2026 5:09 PM by Chadd Buchholz

Addendum #3
Confirmed Jul 16, 2026 5:09 PM by Chadd Buchholz

QUESTIONNAIRE

1. Bid Proposal*
Levy_County_Department_of_Transportation_Reroof.pdf

2. Is Bidder a small or minority business, women's business enterprise, or labor surplus area firm? *
Yes

3. Sworn Statement on Public Entity Crime*
Please download the below documents, complete, and upload.

- SWORN_STATEMENT_ON_PUBLIC_E...

Sworn_Statement_Of_Public_Entity_Crime.pdf

4. Non-Collusion Affidavit*
Please download the below documents, complete, and upload.

- NON-COLLUSION.pdf

Non-Collusion_Affidavit.pdf

5. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

- DRUG-FREE_WORKPLACE_FORM.pdf

Drug_Free_Workplace_Form.pdf

6. Anti-Human Trafficking Affidavit*

Please download the below documents, complete, and upload.

- ANTI-HUMAN_TRAFFICKING_AFFI...

Anti-Human_Trafficking_Affidavit.pdf

7. Foreign Country of Concern Affidavit

Please download the below documents, complete, and upload.

- Foreign_Country_of_Concern_...

Foreign_Country_Of_Concern_Affidavit.pdf

8. Do you have any conflicts of interest?*

No

9. Certificates of Insurance*

AS PROOF OF INSURANCE COVERAGES REQUIRED IN SECTION INSURANCE REQUIREMENTS

Valued_Customer_Keeler_Roofing,_LLC_7-16-2026.pdf

10. Evidence that the bidder is qualified to transact business in the State of Florida*

Upload your SunBiz Registration here.

2026_Keeler_License_(1).pdf

11. Copies of any current licenses or certifications required*
2026_Keeler_License_(1).pdf

12. Will you be using subcontractors?*
No

13. W-9 Copy*
2026_W9.pdf

14. Bid Bonds*
BID_Bond.pdf

15. Contract Exception Form
Please download the below documents, complete, and upload.

- CONTRACT_EXCEPTION_FORM.pdf

No response submitted

KEELER ROOFING LLC

Estimate

Estimate No: 20688
Date: 07/16/2026

For: Levy County Department of Public Safety Reroof
318 MONGO ST, ROOM C
BRONSON, FL 32621
Created By: Salvador Cedillo
Email: Salvador@keelerroofing.com
Phone: 386-984-2561

578 SE 70th Loop
Trenton, FL, 32693
office@keelerroofing.com
https://www.keelerroofing.com/
352-514-4930

Description	Quantity	Rate	Amount

We hereby submit specifications and estimates for:
*Prices below include labor and materials.
*Price does not include any amount regarding plans, architecture, or engineering.
*We are not responsible for any damage to driveways or grass from dumpsters, dump trailers, work and delivery vehicles.
*We are not responsible for any damage to septic tank or drain field. It is the customers responsibility to notify the contractor of septic and drain field location.
*We are not responsible for any damage inside the building due to vibration of the roof during installation
*We are not responsible for painting of any replaced wood or Siding.

SPECIAL CONDITIONS:

Excluded: All framing, all decking and deck cutting, supply or install of all VTRs on roof, all non roof related metal flashing, supply or install of curbs, supply and install of exhaust with gooseneck, all supply or install of slip sheets if required under mechanical support stands, all window or stucco and stone metal flashings, all blocking, any work outside of scope specified below

Description	Quantity	Rate	
Scope of Work Demo existing roof system down to plywood deck Pricing is based on the assumption of one layer of shingle roofing over the deck. Any additional layers will be an added cost Furnish and install peel and stick underlayment over the plywood deck Furnish and install GAF Timberline HDZ shingles over the peel and stick underlayment Flash all curbs, racks, pipes, and penetrations as shown on bid day roof plan Furnish upon completion 20 year GAF Gold Pledge warranty and 2 year workmanship warranty Furnish all permits, and submittals for the project	1	$42,250.00	$42,250.00
Bid Bond: 3%	1	$1,267.50	$1,267.50
Alternates ADD ALT 1: Any extra layers of roofing material to remove not included in base bid will be $7,080.00 per layer (shingle & underlayment are one layer)			
Wood Work Rate *Repair damaged roof decking at a rate of 1/2” OSB $80.00 per sheet 1/2” CDX $100.00 per sheet 5/8” CDX $110.00 per sheet 3/4” CDX $130.00 per sheet *Repair damaged dimensional wood at a rate of $6.00 per linear foot. *Specialty wood will be market pricing + $3.00 per LF labor			
Payment Terms We hereby submit our proposal to provide labor, fully compliant with the aforementioned specifications, for the total amount indicated. Payment terms will be set by schedule of values and pay applications, unless unforeseen additional charges arise. All materials will be guaranteed to meet the specified standards. The work will be carried out in a timely manner, adhering to established procedures. Any modifications or deviations from the specified requirements that incur additional costs will only be undertaken with written consent and will be considered an extra charge beyond the initial estimate. All agreements are subject to unforeseen accidents and/or delays that are beyond our control.			
Credit Card Payment A transaction fee of 3.65% will be applied to each credit card payment.			

Description	Quantity	Rate	Item 10.

Acceptance of Proposal

The prices, specifications, and conditions outlined above are hereby acknowledged and accepted. You are granted authorization to proceed with the work as detailed. Payment will be executed in accordance with the aforementioned terms.

Date:

Signature:

Subtotal	$43,517.50
TAX 0%	$0.00
Total	$43,517.50
TOTAL	**$43,517.50**

304

SWORN STATEMENT ON PUBLIC ENTITY CRIME

Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Levy County
   By Benjamin Keeler - president
   (Print individual name and title)
   For Keeler Roofing LLC
   (Print name of entity submitting statements)
   Whose business address is 578 SE 70th Loop Trenton, FL 32693
   and if applicable whose Federal Employer Identification Number (FEIN) is 46-151-2939
   If the entity has no FEIN, include Social Security Number of the individual signing this Sworn Statement: _____.
2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "convection" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of public entity crime; or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

☑ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months AND (Please indicate which additional statement applies).

☐ The entity submitting the sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT IA M REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

State of Florida
County of Gilchrist
Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 10 day of July, 2026, by Benjamin Keeler (name), as president (title) for Keeler Roofing LLC (name of proposer)
Personally known ☑ OR Produced Identification ☐ _____ (type of identification).

Taylor Handy
(Signature) Notary Public
My Commission expires 07/11/2029

Notary Public State of Florida
Taylor Handy
My Commission HH 396765
Expires 7/11/2029
(SEAL)

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT

I, Benjamin Keeler of the County of Gilchrist

According to law on my oath, and under penalty of perjury, depose and say that:

1. I am President of the firm of Keeler Roofing LLC providing that I executed the said proposal with full authority to do so.
2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;
3. The statements contained in this affidavit are true and correct, and made with full knowledge that Levy County relies upon the truth of the statements contained in this affidavit in awarding contracts for any services resulting from this ITB for said project.

(Signature of Proposer Representative)

7/16/2026
(Date)

State of Florida

County of Gilchrist

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 16 day of July, 2026, by Benjamin Keeler (name), as president (title) for Keeler Roofing LLC (name of proposer)
Personally known ☑ OR Produced Identification ☐ _____ (type of identification).

Taylor Handy
(Signature) Notary Public

Taylor Handy
(Printed, typed or stamped commissioned name of notary public)

(SEAL)

My Commission expires 07/11/2029

Notary Public State of Florida
Taylor Handy
My Commission HH 696785
Expires 7/11/2029

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

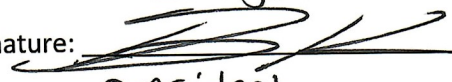
DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Section 287.087, Florida Statutes hereby certifies that the Bidder Keeler Roofing LLC (name of firm or individual) does:

1. Publish a statement notifying employees that the unlawful manufacture, distributions, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name of Bidder: Benjamin Keeler

Signature: 

Title: president

Date: 7/14/2026

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Levy County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I Benjamin Keeler (insert name) as president (insert title) on behalf of Keeler Roofing LLC (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Keeler Roofing LLC (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Keeler Roofing LLC (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Benjamin Keeler
Printed Name:
Title: president
Nongovernmental entity:
Date: 7/14/2026

STATE OF Florida
COUNTY OF Gilchrist

SWORN TO AND SUBSCRIBED before me ✓ in person or ____ remote notarization by Benjamin Keeler as president on behalf of Keeler Roofing LLC, who is personally known to me or who produced _____ as identification this 14 day of July, 2026.

Taylor Handy
Notary Public

(Notary Seal)

Notary Public State of Florida
Taylor Handy
My Commission HH 696785
Expires 7/11/2029

EXHIBIT B

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Levy County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 287.138, Florida Statutes, for all entities that may have access to individuals' personal identifying information.

I Benjamin Keeler (insert name) as president (insert title) on behalf of Keeler Roofing LLC (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. I certify that Keeler Roofing LLC (insert entity name) ("Vendor"):

a. Is not owned by the government of a foreign country of concern;

b. A government of a foreign country of concern does not have a controlling interest in Vendor; and

c. Is not organized under the laws of nor have its principal place of business in a foreign country of concern.

3. For purposes of this Affidavit, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

FURTHER AFFIANT SAYETH NAUGHT.

Benjamin Keeler
Printed Name:

Title: president

Nongovernmental entity:

Date: 7/14/2024

STATE OF Florida

COUNTY OF Gilchrist

SWORN TO AND SUBSCRIBED before me ✓ in person or _____ remote notarization by Benjamin Keeler as president on behalf of Keeler Roofing LLC, who is personally known to me or who produced _____ as identification this 14 day of July, 2024.

Taylor Handy

Notary Public

(Notary Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (
7/

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tyler Ramey	
Acentria Insurance – Newberry 216 NW 135th Way, Suite 30 Newberry FL 32669	PHONE (A/C, No, Ext): 352-571-6028	FAX (A/C, No):
	E-MAIL ADDRESS: tyler.ramey@acentria.com	
License#: L100460	**INSURER(S) AFFORDING COVERAGE**	**NAIC #**
KEELROO-02	INSURER A : Upland Specialty Insurance Company	16988
INSURED	INSURER B : Bridgefield Casualty Insurance Company	10335
Keeler Roofing, LLC 578 SE 70th Loop Trenton FL 32693	INSURER C : Arch Insurance Company	11150
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 178407549 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			USPCL0320526	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ EXCLUDED $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ZACAT1209201	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
A	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			USXCL0114526	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		196-49462	10/1/2025	10/1/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Valued Customer
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights r .

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KEELER, BENJAMIN

KEELER ROOFING LLC
3519 SE 76TH TRAIL
TRENTON FL 32693

LICENSE NUMBER: CCC1330509

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/11/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KEELER, BENJAMIN

KEELER ROOFING LLC
3519 SE 76TH TRAIL
TRENTON FL 32693

LICENSE NUMBER: CCC1330509

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/11/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Keeler Roofing LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.
☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate
☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
578 SE 70th Loop

Requester's name and address (optional)

6 City, state, and ZIP code
Trenton FI 32693

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
4 6 – 1 5 1 2 9 3 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** [signature] **Date** 01/01/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.
- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

*__Note:__ The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

July 16, 2026

KEELER ROOFING, LLC
578 SE 70TH LOOP
TRENTON, FL 32693-7266

Dear **KEELER ROOFING, LLC**,

We are pleased to present you with this Bid Bond.

Our agency has reviewed your current bid bond need based on the information you have provided to us for this job proposal. If the job is awarded to your company, and final bonds are required, the premium based on the estimated bid amount would be **$1,162.00**. This premium was developed using the estimated job cost and rates from Auto-Owners Insurance Company, a company we trust and who has earned our confidence.

Carefully review our information summary to make sure your bond is correct.

Auto-Owners Insurance Group has the financial strength to be ranked among the leaders in the industry for financial security. Rated A+ (Superior) by the insurance industry credit rating agency AM Best, their financial strength is your security should a loss occur.

Please contact our agency for all your bond and insurance needs. We are here to answer any questions regarding this bond or any other items you may wish to discuss.

Thank you for looking to ACENTRIA INSURANCE for help with your bond needs. We look forward to being of assistance to you.

Sincerely,

THOMAS M GRIFFIN
ACENTRIA INSURANCE

DATE AND ATTACH TO ORIGINAL BOND

AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN

POWER OF ATTORNEY

NO. BD164107

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Teresa E. Gibson

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 22nd day of December, 2023.

Brandi Holly

Brandi Holly — Senior Vice President

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

On this 22nd day of December, 2023, before me personally came Brandi Holly, to me known, who being duly sworn, did depose and say that they are Brandi Holly, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

JEFFREY P MANY
NOTARY PUBLIC
COUNTY OF INGHAM
My Commission Expires
January 26th, 2029
Acting in the
County of
STATE OF MICHIGAN

My commission expires January 26th, 2029.

Jeffrey P. Many

Jeffrey P. Many
Notary Public

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 16th day of July, 2026.

AUTO-OWNERS INSURANCE CORPORATE SEAL LANSING, MICHIGAN

William F Woodbury

William F. Woodbury, First Vice President, Secretary and General Counsel

Bond Number: BD

Item 10.

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

P.O. BOX 30660 • LANSING, MICHIGAN 48909-8160

CONTRACT BOND APPLICATION

(One-Time Bonds Only)

Fax Number: 1-517-327-4827
Phone Number: 1-800-445-4185 X52570 (MI ONLY)
1-800-346-0346 X52570 (ALL OTHERS)
contractbonds.und@aoins.com

AGENCY INFORMATION

Agency Name: ACENTRIA INSURANCE Agency Code: 12-0555-00

Producer Name: THOMAS M GRIFFIN Producer Code: _____

Does the agency have Power of Attorney with Auto-Owners? ☒ Yes ☐ No

Bond Type: ☒ Quick Contract Bond ☐ School Bus Bond

If this is a renewal, what is the bond number? _____

APPLICANT INFORMATION

Entity Type: ☐ Corporation ☐ Joint Venture ☒ LLC ☐ Partnership ☐ Individual

Company Name: KEELER ROOFING, LLC

Company Mailing Address: 578 SE 70TH LOOP, TRENTON, FL 32693-7266

Company Premises Address: 578 SE 70TH LOOP, TRENTON, FL 32693-7266

E-mail Address: _____ Website Address: _____

Phone Number: (352) 262-8850 FEIN: **-***2939 State of Incorporation: _____

Type of Work (Electric, Plumbing, Etc.): ROOFING

How many years of experience does the contractor have in this type of work? 10

What is the monetary value of the largest job completed in the past five years? $2,000,000.00

What is the total cost to complete your company's work in progress? $50,000.00

Has your company ever been bonded for Bid or Performance & Payment Bonds? ☒ Yes ☐ No

If yes, by what surety company? AUTO-OWNERS INSURANCE COMPANY

What is your reason for changing surety companies? _____

Has your company been declined for Bid or Performance & Payment Bonds in the past five years? ☐ Yes ☒ No

If yes, please explain: _____

If the Applicant has a general liability policy with Auto-Owners, what is the policy number? _____

BOND INFORMATION

JOB INFORMATION

DOES THE OBLIGEE REQUIRE THEIR OWN BOND FORM? ☐ Yes ☒ No
IF YES, PLEASE ATTACH A COPY.

Obligee Name: LEVY COUNTY BOARD OF COUNTY COMMISSIO

Obligee Address: 310 SCHOOL ST, BRONSON, FL 32621-6440

Obligee Phone Number: _____ Obligee Fax Number: _____

Job Description: REMOVAL AND REPLACEMENT OF THE EXISTING ROOFING SYSTEM AT THE PUBLIC SAFETY BUILDING AT THE GOVERNMENTCENTER - SCOPE OF WORK PER ITB_2026_10 - ROOF - DEPARTMENT OF PUBLIC SAFETY

Physical Address of Job: 319 MONGO ST, BRONSON, FL 32621-6533

Has your company previously operated in this state? ☒ Yes ☐ No

Start Date: 08/15/2026 Completion Date: 10/15/2026 Percentage of work subcontracted out: 0.0%

Liquidated Damages: $0 Maintenance Period: 10/15/2027

For which sector will this job be performed (Federal, Public or Private): Public

BID BOND

Bid Date: 07/17/2026 Bid Amount: $42,250.00 % of Bid: 5

Invitation Number (if Federal): _____

PERFORMANCE AND PAYMENT BOND

Contract Price: _____ Contract Date: _____ Contract Number (if Federal): _____

Was this job negotiated or bid? _____ If it was bid, who were the next two lowest bidders and what were the bid amounts?

1. _____ $ _____
2. _____ $ _____
1. _____ $ _____
2. _____ $ _____

SCHOOL BUS BOND

Bond Amount: _____ Term: _____ to _____

Route Number: _____ Personal Net Worth: _____

INDEMNITOR INFORMATION

1. Name: BENJAMIN T KEELER

Mailing Address: 3519 SE 76TH TRL, TRENTON, FL 32693-3137

Email Address: _____

Social Security Number: ***-**-5538

Phone Number: _____

Business Ownership Percentage: 100.0%

Marital Status: MARRIED

Title: MEMBER

Name of Spouse: ANDREA KEELER
(Spouse must sign the indemnity agreement.)

Spouse's Social Security Number: _____

Spouse's Phone Number: _____

Spouse's Email Address: _____

GENERAL COMMENTS

NOTICE TO APPLICANT

The undersigned applicant and indemnitors hereby request Auto-Owners Insurance Company (the "Company") to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information and to obtain additional information from any source, including obtaining a credit report at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree.

FRAUD STATEMENTS

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

ALABAMA only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ARKANSAS only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

COLORADO only: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

FLORIDA only: Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

KANSAS only: A fraudulent insurance act is an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

KENTUCKY only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

OHIO only: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

PENNSYLVANIA only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

TENNESSEE only: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

VIRGINIA only: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

INDEMNITY AGREEMENT

The undersigned does or do hereby represent that the statements made herein as an inducement to the Company to execute or procure the bond or bonds herein applied for, are true, and should the Company execute or procure said bond or bonds, does or do hereby agree, for the undersigned, the heirs, personal representatives and assigns of the undersigned, jointly and severally, as follows:

First, to pay to the Company, in advance, the original and renewal premium, computed at the rates filed and in force at the time the above applied for is executed until the undersigned shall deliver to the Company, at its Home Office in Lansing, Michigan, written evidence, satisfactory to the Company, of its discharge from such liability;

Second, to indemnify the Company against all loss, costs, damages, expenses and attorney's fees whatever, and any and all liability therefor, sustained or incurred by the Company by reason of executing of said bond or bonds, or any of them, in making any investigation on account thereof, in prosecuting or defending any action brought in connection therewith, in obtaining a release therefrom, and in enforcing any of the agreements herein contained;

Third, that the Company shall have the right, and is hereby authorized but not required:

(a) In the event of any abandonment or forfeiture of the contract guaranteed by said contract bond or of any breach of said contract bond, to take possession of the work under said contract, and at the expense of the undersigned to complete, or to contract for the completion of, the same or to consent to the re-letting or completion thereof by the Obligee in said contract bond;

(b) To adjust, settle or compromise any claim, demand, suit, or judgment upon said bond or bonds, or any of them, unless the undersigned shall request the Company to litigate such claim or demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the Company, at the time of such request, cash or collateral satisfactory to it in kind and amount, to be used in paying any judgment or judgments rendered or that may be rendered, with interest, costs and attorney's fees;

(c) To fill up any blanks left herein, and to correct any errors in the description of said bond or bonds, or any of them, or in said premium or premiums, it being hereby agreed that such insertions or corrections when so made, shall be prima facie correct;

Fourth, to assign, transfer and set over, and does or do hereby assign, transfer and set over to the Company, as collateral, to secure the obligations herein and any other indebtedness and liabilities of the undersigned to the Company, whether heretofore or hereafter incurred, such assignment to become effective as of the date of said contract bond but only in event of

(1) any abandonment, forfeiture or breach of said contract or of any breach of said bond or bonds, or any of them, or of any other bond or bonds executed or procured by the Company on behalf of the undersigned; or

(2) of any breach of the agreements herein contained; or

(3) of the default in discharging such other indebtedness or liabilities when due; or

(4) of any assignment by the undersigned for the benefit of creditors, or of the appointment, or of any application for the appointment, of a receiver or trustee for the undersigned, whether insolvent or not;

(5) of any proceeding which deprives the undersigned of the use of any of the machinery, equipment, plant, tools or material referred to the following paragraph; or

(6) of the undersigned's dying, absconding, becoming a fugitive from justice, or being convicted of a felony, if the undersigned be an individual:

(a) All the right, title and interests of the undersigned in and to all sub-contracts let or to be let in connection with said contract and in and to all machinery, equipment, plant, tools and materials which are now, or may hereafter be, about or upon the site of said work or elsewhere, for the purpose thereof, including as well materials purchased for or chargeable to such contract, which may be in process of construction, or storage elsewhere, or in transportation to said site;

(b) All the rights of the undersigned in, and growing in any manner out of, said contract, or any extensions, modifications changes or alterations thereof or additions thereto, or in, or growing in any manner out of, said bond or bonds, or any of them;

(c) All actions, causes of actions, claims and demands whatsoever which the undersigned may have or acquire against any sub-contractor, laborer or material man, or any person furnishing or agreeing to furnish or supply labor, material, supplies, machinery, tools or other equipment in connection with or on account of said contract;

(d) Any and all percentages retained on account of said contract, and any and all sums that may be due under said contract at the time of such abandonment, forfeiture or breach, or that thereafter may become due;

Fifth, that liability hereunder shall extend to, and include, the full amount of any and all sums paid by the Company in s or compromise of any claims, demands, suits, and judgments upon said bond or bonds, or any of them, on good faith, under the belief that it was liable therefor, whether liable or not, as well as of any and all disbursements on account of costs, expenses and attorney's fees, as aforesaid, which may be made under the belief that such were necessary, whether necessary or not;

Sixth, that in event of payment, settlement or compromise, in good faith, of liability, loss, costs, damages, expenses and attorney's fees, claims, demands, suits, and judgments as aforesaid, and itemized statement thereof, sworn to by any officer of the Company, or the voucher or vouchers or other evidence of such payment, settlement or compromise shall be prima facie evidence of the fact and extent of the liability of the undersigned, in any claim or suit hereunder, and in any and all matters arising between the undersigned and the Company;

Seventh, to waive, and does or do hereby waive, all rights to claim any property, including homestead, as exempt from levy, execution, sale or other legal process under the law of any state or states;

Eighth, that this obligation shall, in all its terms and agreements, be for the benefit of and protect any person of company joining with the Company in executing said bond or bonds, or any of them or executing, at the request of the Company said bond or bonds, or any of them, as well as any company or companies assuming reinsurance thereupon;

Ninth, that separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising;

Tenth, that nothing herein contained shall be considered or construed to waive, abridge, or diminish any right or remedy which the Company might have if this instrument were not executed;

Eleventh, that the Company shall have the right to decline to execute said bond or bonds, or any of them, and if it shall execute said proposal bond shall have the right to decline to execute any or all of the other bonds herein applied for.

COMPANY INDEMNITORS (REQUIRED SIGNATURES)

IMPORTANT: All owners, officers, partners and members must sign below on behalf of the company.

Signed this 16th day of JULY, 2026.

1. _____
BENJAMIN T KEELER, Member

2. _____

PERSONAL INDEMNITORS (REQUIRED SIGNATURES)

IMPORTANT: All owners, officers, partners, members and their spouses must sign below.

Signed this 16th day of JULY, 2026.

1. _____
BENJAMIN T KEELER

2. _____
ANDREA KEELER

PROXY DESIGNATION

I designate J.P. Whisnant, A.O. Dean, and A.L. Lindemeyer, and each of them, attorneys and proxies, with power of substitution and revocation to each, to vote as proxy at all meetings of the Company, and at any and all adjournments thereof. The powers hereunder shall be exercised by a majority of said attorneys and proxies so present, but if only one is present, then that one shall have full power to act.

Applicant's Signature and Date: _____ 7/16/2026

Auto-Owners INSURANCE
LIFE • HOME • CAR • BUSINESS

BOND NUMBER: BD164107

BID BOND

KNOW ALL MEN BY THESE PRESENTS:
That we, KEELER ROOFING, LLC 578 SE 70TH LOOP TRENTON, FL 32693-7266 as Principal, hereinafter called the Principal, and Auto-Owners Insurance Company as Surety, hereinafter called the Surety, are held and firmly bound unto LEVY COUNTY BOARD OF COUNTY COMMISSIO 310 SCHOOL ST, BRONSON FL 32621-6440 as Obligee, hereinafter called the Obligee, in the penal sum of Five percent of bid dollars (5% of attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for REMOVAL AND REPLACEMENT OF THE EXISTING ROOFING SYSTEM AT THE PUBLIC SAFETY BUILDING AT THE GOVERNMENTCENTER - SCOPE OF WORK PER ITB 2026 10 - ROOF - DEPARTMENT OF PUBLIC SAFETY

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED AND SEALED this 16TH day of JULY, 2026.

Witness

KEELER ROOFING, LLC
Principal

By

AUTO-OWNERS INSURANCE CORPORATE SEAL LANSING, MICHIGAN

Auto-Owners Insurance Company
Surety

Susan E. Theisen
Witness

By
Teresa E. Gibson
Attorney-in-Fact

29392 (01-18)

Auto-Owners Insurance
Life Home Car Business

Bond Number BD164107

ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 16TH day of JULY, 2026, before me personally appeared Teresa E. Gibson, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

JEFFREY P MANY
NOTARY PUBLIC
COUNTY OF INGHAM
My Commission Expires
January 26th, 2029
Acting in the
County of
STATE OF MICHIGAN

Jeffrey P. Many
Notary Public in the State of Michigan
County of Ingham

JEFFREY P MANY
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY INGHAM
My Commission Expires Jan 26, 2029
Acting in the County of_____

NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

At Auto-Owners Insurance Group*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process ot transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

Contact Us

Auto-Owners Insurance Company
Phone: 844-359-4595 (toll free)
Email: privacyrequest@aoins.com

*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

AGREEMENT FOR INVITATION TO BID NO. ITB_2026_10 Roof – Department of Public Safety
CONTRACT ID: ITB_2026_10

THIS AGREEMENT ("Agreement") is entered as of October 20, 2026 ("Effective Date") by and between the Levy County Board of Commissioners, a political subdivision of the State of Florida ("County") and Keeler Roofing LLC., a corporation authorized to do business in the State of Florida ("Contractor"). County and Contractor may also be referred to herein each as a "Party" and collectively as the "Parties".

WHEREAS, on **June 15, 2026** County issued Invitation to Bid No. **ITB_2026_10** and bid documents attached thereto (collectively, the "Solicitation") for services described in Section 4 of this Agreement and the Solicitation ("Services") in accordance with the applicable procurement policies; and

WHEREAS, Contractor submitted a bid in response to the Solicitation ("Bid") and was selected by County to provide the Services; and

WHEREAS, County desires to obtain the Services from Contractor and believes doing so will serve a valid purpose and be to the economic advantage of County; and

WHEREAS, Contractor is willing and able to provide the Services to County under the terms and conditions provided for herein; and

WHEREAS, County takes no position with regard to the mission statement, vision statement, values, policies, or other similar attributes of Contractor and instead focuses solely on Contractor's ability to provide the Services in accordance with the terms hereof.

NOW, THEREFORE, in consideration of mutual promises, covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, Contractor and County hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and fully incorporated herein.

2. **Incorporation; Conflict.** The Solicitation and the Bid are fully incorporated by reference as if fully set forth herein. Any conflict between the terms of the foregoing and this Agreement shall be controlled in the following order: (1) this Agreement; (2) addenda to this Agreement, if any; (3) the Solicitation; and (4) the Bid. For any federal funded work, the federal requirements attached as Exhibit B to the Solicitation including, but not limited to, those set forth in 2 C.F.R. Part 200, Appendix II, and as may be amended from time to time shall control and take precedence over any term contrary thereto.

3. **Term.** The term of this Agreement shall begin on the Effective Date and shall continue until Contractor completes all Services contained in the Scope of Services and required under this Agreement, and County accepts such Services as satisfactory, unless otherwise terminated in accordance herewith. The term of this Agreement may be extended by an addendum hereto in the event County and Contractor agree to Contractor's provision of any additional services to County in accordance with this Agreement.

4. **Scope of Services.** The Project consists of the Services as set forth in Section 4.1 of the Solicitation, and as amended by Addendum No. 1 dated July 2, 2026. Contractor shall perform the Services in strict accordance with the provisions of this Agreement and the Solicitation.

5. **Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, for the sum of Forty Three Thousand Five Hundred Seventeen Dollars and fifty cents ($43,517.50) as set forth in the Bid.

    A. Invoices received from Contractor pursuant to this Agreement will be reviewed by County's Project Manager. Contractor agrees to provide County with any additional documentation requested to document the work and/or process the invoices. If the Services have been rendered in conformity with this Agreement, the invoice will be sent to the Finance Department for payment. Invoice must reference the Contract number assigned by County after execution of this Agreement.

    B. Invoices will be paid in accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes).

6. **Termination.** This Agreement may be terminated by County without cause upon no less than thirty (30) calendar days advance written notice to Contractor. This Agreement may be terminated by the County for cause upon no less than ten (10) calendar days advance written notice to Contractor, which notice specifies the cause of termination and allows Contractor a reasonable period in which to cure the cause of termination. This Agreement may be immediately terminated by the County in the following circumstances: funds necessary to pay for the Contractor's services are no longer available, the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors, or the Contractor fails to comply with Florida's public records laws.

    A. In the event of termination, Contractor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, data, studies, reports, and other work product prepared by Contractor (if applicable) shall become property of County and shall be delivered by Contractor to County immediately upon the effective date of termination.

    B. Notwithstanding the foregoing, Contractor shall not be relieved of liability for damages sustained by the County arising from Contractor's breach of this Agreement and County may reasonably withhold payment to Contractor for the purpose of set-off until such time as the exact amount of damages due to County from Contractor is determined.

7. **Commencement and Completion of Services.** The date of commencement of Services at the site shall be as set forth in the Notice to Proceed. The official Notice to Proceed will be provided to Contractor in writing by County and shall state the Date of Commencement. Contractor shall complete the Services within the time set forth in the Notice to Proceed. The total calendar days include weekend days and holidays. If any Service be performed under this Agreement does not achieve completion within the times set forth in the Notice to Proceed, or within such extra time as may be granted by County, Contractor shall be deemed in default. For each day Contractor is in default, Contractor or its Surety shall pay to County, not as a penalty, but as liquidated damages, the sum of $1500 per calendar day that the facility cannot operate. County shall have the right to deduct the liquidated damages from any money County owes Contractor.

    A. Permitting the Contractor to continue and finish the Services or any part of it after the expiration of the time allowed under this Agreement, including extensions, if any, shall in no way act as a waiver on the part of the County of the liquidated damages due under this Agreement.

8. **Access to Necessary Property and Materials.** County shall provide reasonable access and entry to all public property required by Contractor to perform the work described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Contractor to perform the services described in this Agreement. In addition, County shall furnish to Contractor, upon request of Contractor and at County expense, all existing studies, reports and other available date pertinent to the work to be performed under this Agreement which are within the County's possession. However, Contractor shall be required to evaluate all materials furnished hereunder using reasonable professional judgement before relying on such materials.

9. **Final Inspection.** Upon receipt of written notice from the Contractor that the work is ready for final inspection and acceptance, the County shall make an inspection. If the County finds the work fully performed and acceptable under this Agreement, final payment shall be issued by the County. If the County finds that the work has not been fully performed and is not acceptable, the County shall provide a written list of items which need to be completed or corrected. These items shall be completed within ten (10) days of the written notification to Contractor.

10. **Correction of Deficiencies and Omissions; No Waiver**. Contractor shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Contractor or any subconsultant or subcontractor engaged by Contractor under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statutes of limitations. County review of, approval of, acceptance of, or payment for any of Contractor's work product, services, or materials shall not be construed to operate as a waiver of any County's rights under this Agreement or cause of action County may have arising out of the performance of this Agreement. This paragraph shall survive the expiration or earlier termination of this Agreement.

11. **County Property.** All documents, data, studies, reports, and other work product prepared by Contractor (if applicable) shall become the property of County and shall be delivered by Contractor to County without restriction or limitation as to use. Any other use by Contractor or other parties shall be approved in writing by County. If requested, Contractor shall deliver the documents to County within fifteen (15) calendar days.

12. **Insurance.** Contractor shall comply with the following insurance requirements during the term of this Agreement.

    A. Prior to rendering any performance under this Agreement, Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance policies in coverages and limits required below, or to the extent and in such amounts as required and authorized by Florida law.

    B. In addition, for those policies that are allowed by law to carry an additional named insured, Contractor will provide declarations pages from policies or insurance policies (other similar evidence) of insurance executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, listing coverages and limits, expirations dates, terms of policies and all endorsements, and shall include the Solicitation/Project Name, and naming "Levy County Board of Commissioners, a political subdivision of the State of Florida, its elected officials, officers, employees, agents, and volunteers," as a named, additional insured, as well as furnishing County with a certified copy, or copies, of said insurance policies.

    C. Each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to County. Any and all deductibles to any insurance policy shall be the responsibility of Contractor. Said insurance coverages procured by Contractor as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to County, and that any other insurance, or self-insurance available to County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by County as required herein. Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statutes.

    D. Coverages and limits for required insurance is as follows:

    1. Worker's Compensation
    Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of $500,000 each accident, $500,000 each employee, $500,000 policy limit for disease.

2. Commercial General Liability – Occurrence Form Required
Vendor shall maintain commercial general liability (CGL) insurance with a limit of not less than $500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at $100,000.

3. Commercial Automobile Liability Insurance
Vendor shall maintain automobile liability insurance with a limit of not less than $1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

4. Builders Risk Insurance
The Contractor shall purchase and maintain Builders Risk Insurance to cover the subject property for all risks of loss, subject to a wavier of coinsurance, and covering off-site storage, transit and installation risks.

The policy is to be endorsed to cover the interest of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to cover testing and to grant permission to occupy the facility under construction or renovation during such activity.

Notwithstanding anything to the contrary contained herein, Contractor's failure to fully comply with the insurance requirements contained herein shall constitute a material breach of this Agreement and shall give County the right, but not the obligation, to terminate this Agreement without further liability.

13. **Payment and Performance Bond.** At the time of execution of this Agreement by the Contractor, Contractor shall provide County with a combination Payment and Performance Bond issued by a surety insurer authorized to do business in the State of Florida as a surety and the Bond must be in the form required by Section 255.05, Florida Statutes. Alternatively, the Contractor may provide one of the alternative forms of security authorized by Section 255.05(7), Florida Statutes. Any security provided shall be in the amount of 100% of the Bid Amount.

14. **Laws and Regulations.** Contractor shall comply with all federal, state, and local statutes, rules, codes, ordinances, and regulations that apply to the performance of this Agreement. In addition, Contractor shall be solely responsible for obtaining all permits and licenses necessary to provide the Services and for complying with all federal, state, and local laws, codes, rules, regulations, ordinances, and orders of any public, quasi-public, or other governmental entity concerning performance of the Services. Notwithstanding anything contained herein to the contrary, failure by Contractor to obtain or maintain all such required permits and licenses shall constitute a material breach of this Agreement by Contractor and shall give County the option, but not the obligation, to immediately terminate this Agreement no earlier than three (3) business days after County notifies Contractor of such issue in writing.

15. **Skill and Expertise Warranty.** Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide the Services under this Agreement and that each person and entity that will perform the Services are duly qualified to perform such work by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will perform such Service(s). Contractor represents and warrants that the Services shall be performed in a skillful and

respectful manner, and the quality of all such Services shall equal or exceed prevailing industry standards performance of such Services. In entering into this Agreement, the Contractor acknowledges that County is materially relying on the warranties stated in this paragraph. The County shall be entitled to recover any damages it incurs to the extent any such warranty is untrue. In addition, if any such warranty is untrue, County shall have the right, at its sole discretion to terminate this Agreement without any further liability to County, to deduct from any amounts due to Contractor under this Agreement the fully amount of any value paid in violation of a warranty, and to recover all sums paid to Contractor under this Agreement.

16. **Indemnification.** The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless County and all of County's elected officials, officers, agents, and employees from and against all claims, liability, loss, and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor or its officers, agents or employees in performance or non-performance of its obligations under an agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligation in accordance with the laws of the State of Florida. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify County as set forth in this provision. Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statutes.

    A. The waiver by a Party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions. This Section 16 shall survive the expiration or earlier termination of this Agreement.

17. **Sovereign Immunity.** Notwithstanding anything contained herein to the contrary, nothing herein shall be construed as a waiver by County of sovereign immunity or of any rights, privileges, or limits to liability existing under Section 768.28, Florida Statutes. Any liability on the part of County hereunder shall be subject to County's right to sovereign immunity and any other limitations provided to County as a political subdivision of the State of Florida under applicable law. This paragraph shall survive the expiration or earlier termination of this Agreement.

18. **Non-Appropriation.** Notwithstanding anything contained herein to the contrary, County's obligation to purchase and pay for goods and services under this Agreement is contingent on the annual appropriation and availability of sufficient funds, as determined in County's sole and absolute discretion, to pay for such goods and services. If County determines the annual appropriation and availability of funds is insufficient to allow County to fulfill its obligations hereunder, then (a) County shall give written notice to Contractor, (b) Contractor shall have the option to terminate this Agreement within fifteen (15) days after receipt of said notice, (c) County shall remain obligated to pay for all previously requested or ordered goods and services that are actually delivered or provided to County prior to Contractor's receipt of said notice, and (d) in no event shall County's failure to fully perform, if caused by insufficient annual appropriation or availability of funds, constitute a breach of this Agreement or an event of default hereunder, or otherwise trigger any late charges or similar penalties.

19. **Independent Contractor.** Contractor acknowledges and agrees that it is an independent contractor for the limited purpose of providing the Services, and nothing in this Agreement shall be construed as creating any other type of relationship, including, without limitation, partnership, joint venture, or agency, between Contractor and County. Neither Contractor nor any of Contractor's members, officers, agents, representatives, employees, subcontractors, suppliers, or independent contractors shall be deemed to be employed by County or eligible to receive insurance or other employment benefits provided by County to its employees, including, without limitation, workers' compensation insurance, unemployment insurance, or retirement benefits. Further, Contractor will be responsible for

paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation under this Agreement. Notwithstanding anything contained herein to the contrary, in no event shall County be liable or otherwise responsible for the acts or omissions of Contractor under the doctrine of respondeat superior or any similar legal theory. This paragraph shall survive the expiration or earlier termination of this Agreement.

20. **Use of Coercion for Labor and Services.** Pursuant to Section 787.06(14), Florida Statutes, Contractor certifies that Contractor does not use coercion for labor or services as defined in Florida Statute 787.06. Contractor shall provide County an executed copy of the affidavit attached hereto as **Exhibit A** prior to rendering any performance under this Agreement.

21. **Scrutinized Companies.** Contractor acknowledges and agrees that County may immediately terminate this Agreement without penalty if County determines that Contractor: (a) submitted to County a false certification under Section 287.135, Florida Statutes, as applicable, (b) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (as defined in Section 215.473, Florida Statutes), (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on the Scrutinized Companies that Boycott Israel List (as defined in Section 215.4725, Florida Statutes), or (e) is engaged in a boycott of Israel.

22. **Public Entity Crime**. As required by Section 287.133(3)(a), Florida Statutes: "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, Bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Bid, 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, Bids, or replies on leases or 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." Contractor hereby certifies that, to the best of its knowledge and belief, that neither Contractor nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents have been placed on the convicted vendor list within 36 months prior to submission of the Bid.

23. **E-Verify System.** Contractor understands and acknowledges that, pursuant to Section 448.095, Florida Statutes, Contractor is a contractor subject to the following:

    A. Contractor shall use the U.S. Department of Homeland Security's E-Verify system, available at https://www.e-verify.gov/, to verify the work authorization status of all employees hired during the term of this Agreement.

    B. If Contractor employs any subcontractors to perform the services or provide the products described herein, then Contractor shall require each subcontractor to also use the E-Verify system to verify the work authorization status of all employees hired by such subcontractor during the term of this Agreement. In addition, each subcontractor shall provide to Contractor an affidavit stating they do not employ, contract with, or subcontract with any unauthorized aliens, as defined in Section 448.095(1)(k), Florida Statutes. Contractor shall keep and maintain said affidavit for the duration of this Agreement and shall provide a copy to County upon request.

    C. Contractor shall provide evidence of compliance with Section 448.095, Florida Statutes upon request by County. Satisfactory evidence of compliance with Section 448.095, Florida Statutes, includes without limitation written notice of Contractor's E-Verify number.

    D. Notwithstanding anything contained herein to the contrary, failure to comply with the above provisions shall constitute a default and material breach of this Agreement by Contractor and shall give County the option, but not the obligation, to immediately terminate this Agreement without penalty.

24. **No Contingent Fees.** Contractor certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of breach or violation of this provision, County may terminate this Agreement without liability and deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

25. **Project Manager(s).** Each Party designates the following person(s) to serve as a point of contact for the day-to-day performance of this Agreement. Either Party may revise their designated point of contact by written notice to the other Party.

County's Project Manager	Contractor's Project Manager
Office: Department of Public Safety	Keeler Roofing LLC.
Phone: 352-486-5209	352-514-4930
Email: mharrell@levydps.com	chadd@keelerroofing.com
Physical & Mailing Address: 310 School Street, Suite 112, Bronson, Florida 32621	578 SE 70th Loop Trenton, FL 32693

26. **Contractor Personnel.** Contractor agrees that, to the best of its ability, the key personnel identified in the Bid (if any) will be retained by Contractor throughout the term of this Agreement. If Contractor is unable to retain any of the key personnel identified in its Bid, it shall provide prompt written notice to County, including the names and qualifications of the replacement personnel. If County, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the Services on behalf of Contractor pursuant to this Agreement, then County may require that Contractor assign a different person or persons to be the contact person or to perform the Services hereunder.

27. **Public Records Retention.** To the extent doing so will not violate any federal law relating to confidentiality of records, Contractor shall comply with the Florida Public Records Law, Chapter 119, Florida Statutes by:

    A. Keeping and maintaining all public records required by County to perform the service.

    B. Providing to County, upon request from County's Custodian of Records, a copy of any requested records or allowing such records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowable under Chapter 119, Florida Statutes, or as otherwise provided by law.

    C. Ensuring all public records that are exempt or confidential and exempt from disclosure under Chapter 119, Florida Statutes, are not disclosed except as otherwise authorized by law for the duration of this Agreement and following completion of this Agreement if Contractor does not transfer the records to County.

    D. Upon completion of this Agreement, either (1) transferring to County, at no cost to County, all public records in Contractor's possession and destroying any duplicate copies of public records that are exempt or confidential and exempt from disclosure under Chapter 119, Florida Statutes, or (2) continuing to keep and maintain all public records required by County to perform the service in accordance with all applicable requirements for retaining public records. All records stored electronically by Contractor must be provided to County in a format that is compatible with County's information technology systems.

    E. Subsections A through D above shall survive the expiration or earlier termination of this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 486-5218 OR LEVYBOCC@LEVYCOUNTY.ORG OR 310 SCHOOL STREET, SUITE 112, BRONSON, FL 32621.

28. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by United States registered or certified mail (return receipt requested), sent by recognized overnight courier, or sent by e-mail addressed as follows:

If to County	Levy County Board of Commissioners Attn: County Manager 310 School St, Suite 112 Bronson, FL 32621 **levybocc@levycounty.org**
If to Contractor:	Keeler Roofing LLC Attn: Chadd Buchholz 578 SE 70th Loop Trenton, FL 32693 chadd@keelerroofing.com

Notices shall be deemed effective only if sent to each address listed for the intended recipient Party, or such other address as may be subsequently provided by that Party in writing. Notices personally delivered, sent by United States registered or certified mail, or sent by overnight courier shall be deemed given on the date of receipt. Notices sent by e-mail shall be deemed sent upon transmission if sent to the recipient Party's e-mail address shown above and the e-mail message is not returned to the sender as being undeliverable. For the purposes of this Agreement, the attorney for any of the parties to this Agreement shall be permitted to deliver any and all notices under this Agreement on behalf of his or her client, and any notice so delivered by said attorney shall be deemed as delivered by his or her client as if his or her client had delivered the same directly.

29. **Right to Audit.** Contractor shall be subject to the following:

A. Contractor shall keep all records and supporting documentation which concern or relate to the Services provided to County (the "**Related Documents**") for a minimum of three (3) years from the expiration or termination date of this Agreement or such longer period of time as may be required by law. Contractor shall require its subcontractors to also comply with this provision.

B. County, or its duly authorized agents or representatives, shall have the right to (i) access, during normal business hours, the Related Documents upon request, and (ii) to audit, inspect and copy the Related Documents as often as necessary. Contractor shall cooperate in any audit, inspection, or copying of the Related Documents.

C. If County conducts an audit of the Related Documents and finds that Contractor overcharged County, then Contractor shall pay to County the overcharged amount plus interest of 12% per annum accruing from the date the overcharge was paid by County (the "**Overcharged Amount**"). If the Overcharged Amount is equal to or greater than $25,000.00, Contractor shall also reimburse County for its actual costs to conduct the audit (the "**Audit Costs**"). County may deduct the Overcharged Amount and the Audit Costs (if applicable) from any unpaid amounts County owes, currently or in the future, to Contractor for the Services and County

shall invoice Contractor for any portion of the Overcharged Amount and the Audit Costs remaining such deduction. In no event shall the Overcharged Amount or the Audit Costs be deemed a reimbursable cost of providing the Services.

D. Subsections A through C above shall survive the expiration or earlier termination of this Agreement.

30. **Governing Law; Venue; Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights here-under shall be brought exclusively in the Eighth Judicial Circuit in and for Levy County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

31. **Assignability.** This Agreement is binding on and shall inure to the benefit of Contractor and its successors and assigns; provided, however, that Contractor may not assign any of its rights or obligations contained in this Agreement without County's prior written consent.

32. **No Third-Party Beneficiary Rights.** No provision of this Agreement is intended or shall be construed to provide or create any third-party beneficiary right or any other right of any kind in any entity, manager, member, employee, subcontractor, officer, director, shareholder, partner, owner, agent, or associate of any Party, or in any other person, unless otherwise specifically provided for herein, and, except as so provided, all terms and provisions hereof shall be personal solely between the Parties.

33. **Modification.** This Agreement may not be modified or amended nor shall any provision of it be waived except in writing signed by Contractor and County, or their respective agents acting under express written authority to do so. No oral agreement, statement, promise, undertaking, understanding, arrangement, act, or omission of either Party, occurring after the date hereof may be deemed an amendment or modification to this Agreement unless reduced to writing and signed by Contractor and County, or their respective agents acting under express written authority to do so.

34. **Severability.** If for any reason any of the covenants, agreements, terms, or provisions contained herein shall be determined to be invalid or unenforceable by a court of competent jurisdiction, then the validity of the remaining covenants, agreements, terms, and provisions hereof shall be in no way affected, prejudiced, or disturbed by said determination and this Agreement shall be automatically conformed to the law and shall continue in full force and effect.

35. **Counterparts.** This Agreement may be executed in as many counterparts as may be required, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute a single instrument. An electronic or facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as an original.

36. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire agreement between Contractor and County and replaces all prior communications, understandings, representations, arrangements, and agreements, whether oral or written, between or among them related to the terms and subject matter of this Agreement that were not otherwise reduced to writing and incorporated herein.

37. **Construction.** This Agreement shall be construed as if it were jointly prepared by Contractor and County a uncertainty or ambiguity shall not be construed against any one Party. Whenever applicable in this Agreement, the use of the singular shall include the plural and the use of the plural shall include the singular. The headings used in this Agreement are solely for convenience of reference and shall not control the meaning or interpretation of this Agreement.

38. **Authority.** Contractor and County each represent and warrant that: (a) it is duly organized, validly existing, and in good standing under the laws of the state of its formation, (b) it has full power and authority to execute and deliver this Agreement and to perform all of its duties and obligations created hereunder, (c) no provisions of this Agreement or the performance of its duties or obligations hereunder conflict with its organizational documents or any other agreement to which it is a party or by which it is bound, and (d) the person executing this Agreement possesses full authority to do so and to lawfully and effectively bind the entity such person purports to represent.

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

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

_____
Tim Hodge, Chair
Date: _____

ATTEST: Matt Brooks, Clerk of the
Circuit Court and Ex-Officio Clerk of
The Board of County Commissioners

_____
Matt Brooks, Clerk

Approved as to form and legal sufficiency

_____
County Attorney

CONTRACTOR

_____

By: _____

Title: _____

Date: _____

ATTEST/WITNESS

_____

Secretary of Corporation

EXHIBIT A

State of Florida - County of Levy

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name:	
Address:	
Phone Number:	
Authorized Representative's Name:	
Authorized Representative's Title:	
Email Address:	

Effective July 1, 2024, Florida Statute 787.06(14) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of such nongovernmental entity under penalty of perjury attesting that such entity does not use coercion for labor or services as defined in Florida Statute 787.06 as set forth below.

As the person authorized to sign on behalf of Contractor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of Florida Statute 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____ _____
(Signature of authorized representative) Date

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, as _____of _____, a _____, on behalf of the said _____. S/he is (___) personally known to me or (____) produced a _____ driver's license as identification._____

_____
Signature of Notary Public

_____
Print, Type, or Stamp Name of Notary

EXHIBIT B

FEMA PROVISIONS

Contractor must comply with the Federal requirements as they apply for **APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS** and all applicable Federal requirements for this ITB. The Contract may be funded in whole or in part with federal funds and as such, any resulting contract shall be subject to federal requirements including, but no limited to, those set forth in 2 C.F.R. Part 200, Appendix II, as amended, and as may be amended from time to time, and as otherwise may be listed herein. Should there be any conflict between the provisions contained in the Solicitation or any resulting agreement the applicable federal requirements shall prevail.

1. FEDERAL FUNDING

A. When property or services are procured using funds derived from a Federal grant or agreement, whether direct to the County or "pass-through" from another entity, the County is required to and will follow the Federal procurement standards set forth in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. Sections 200.213 and 200.317 through 200.326.

B. Contract Cost and Price: For every procurement in excess of $100,000, including Change Orders or Contract Amendments greater than $100,000, the County shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the County shall consider the complexity of work, the risk to be borne by the contractor, the contractor's investment, the amount of subcontracting necessary, the quality of the contractor's record and past performance, and industry profit rates for the surrounding geographical area. "Cost Plus Percentage" methods for determining profit shall not be used.

2. RECIPIENTS AND SUBCONTRACTS

Awarded Contractor(s)/Vendor(s) and all associated contractor(s) are also considered recipients and therefore, the following provisions must be included in all contract provisions; inclusive those of the subcontractor(s) when and where applicable.

3. FEDERAL EQUAL EMPLOYMENT LAWS

Contractor agrees to comply with all federal equal opportunity laws and implementing regulations, including but not limited to:

1. Title VI of the Civil Rights Act of 1964 and implementing regulations thereof

2. Section 109 of the Housing & Community Development Act of 1974
3. Section 503 Handicapped (for contracts $2,500 or over)
4. Age Discrimination Act of 1975, as amended
5. Section 504 of the Rehabilitation Act of 1973, as amended
6. Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968

4. DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

The Davis-Bacon Act and Copeland-Anti-Kickback Act only apply to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. ***These Acts do not apply to other FEMA grant and cooperative agreement programs, such as FEMA's Public Assistance Grant Program.***

5. DAVIS BACON ACT

A. Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

B. Contractor shall pay wages not less than once a week.

C. If applicable, the County has placed a copy of the current prevailing wage determination issued by the Department of Labor in the underlying solicitation for this Contract. The decision to award this Contract or any subcontract shall be conditioned upon the acceptance of the provided wage determination. The County shall report all suspected or reported violations to the Federal awarding agency.

6. COPELAND ANTI-KICKBACK ACT

A. Compliance with the Copeland "Anti-Kickback" Act.

1. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, as may be applicable, which are incorporated by reference into this Contract.

2. Subcontracts. The Contractor, or subcontractor, shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. Breach. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

This requirement applies to all FEMA grant and cooperative agreement programs valued at over $100,000 and that involve employment of mechanics, laborers, and construction work.29 These requirements do not apply to the purchase of supplies, materials, or articles ordinarily available on the open market, contracts for transportation or transmission of intelligence.

A. Pursuant to 40 U.S.C. § 3702, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week.

B. Pursuant to 40 U.S.C. § 3704, if the Contract is for construction work, Contractor shall not require any laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. However, these requirements do not apply to the purchases of property or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

A. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The County may, upon its own action or must upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor. The necessary funds may be withheld from the Contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds

were withheld. The Department of Labor has priority to funds withheld or to be withheld in accordance with this paragraph over claims to those funds by: (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties; (B) A contracting agency for its re-procurement costs; (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate; (D) A contractor's assignee(s); (E) A contractor's successor(s); or (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

A. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section. In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

B. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
(iv) Informing any other person about their rights under CWHSSA or this part.

9. FURTHER COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

A. The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker’s correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

B. Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the

Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job."

10. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a), and the County *wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the* County *must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.*

The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

> *Pursuant to 37 C.F.R. Part 401, each funding agreement awarded to a small business firm or nonprofit organization (except those subject to 35 U.S.C. 212) shall contain the clause found in § 401.14(a) with such modifications and tailoring as authorized or required elsewhere in this part.*

11. PATENT RIGHTS (SMALL BUSINESS FIRMS AND NONPROFIT ORGANIZATIONS)

A. Definitions

1. Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321et seq.).

2. Subject invention means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this Contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of Contract performance.

3. Practical Application means to manufacture in the case of a composition or product, to practice in the case

of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

4. Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

5. Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

6. Nonprofit Organization means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

B. Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

When the agency head or duly authorized designee determines at the time of contracting with a small business firm or nonprofit organization that it would be in the national interest to acquire the right to sublicense foreign governments or international organizations pursuant to any existing treaty or international agreement, the following sentence may be added at the end of paragraph B.:

This license will include the right of the government to sublicense foreign governments, their nationals, and international organizations, pursuant to the following treaties or international agreements:

If the funding agreement involves performance over an extended period of time, such as the typical funding agreement for the operation of a government-owned facility, the following language may also be added:

The agency reserves the right to unilaterally amend this funding agreement to identify specific treaties or international agreements entered into or to be entered into by the government after the effective date of this funding agreement and effectuate those license or other rights which are necessary for the government to meet its obligations to foreign governments, their nationals and international organizations under such treaties or international agreements with respect to subject inventions made after the date of the amendment.

C. Invention Disclosure, Election of Title, and Filing of Patent Application by Contractor

1. The Contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has

been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

2. The Contractor will elect in writing whether to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

3. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

4. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the agency, be granted.

D. Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention.

1. If the Contractor fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the agency may only request title within sixty (60) days after learning of the failure of the contractor to disclose or elect within the specified times.

2. In those countries in which the Contractor fails to file patent applications within the times specified in (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country.

3. In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

E. Minimum Rights to Contractor and Protection of the Contractor Right to File

1. The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the Contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the Contractor's business to which the invention pertains.

2. The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent

necessary to achieve expeditious practical application of the subject invention pursuant to an applica an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

3. Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty (30) days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

F. Contractor Action to Protect the Government's Interest

1. The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

2. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph C., above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by C.1., above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

3. The Contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

4. The Contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention.”

If the Contract is for the operation of a government-owned facility, the County may add the following at the end of paragraph F.:

5. The Contractor shall establish and maintain active and effective procedures to ensure that subject inventions are promptly identified and timely disclosed and shall submit a description of the procedures to the contracting officer so that the contracting officer may evaluate and determine their effectiveness.

The County may add additional subparagraphs to paragraph F. to require the Contractor to do one or more of the following:

1. Provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

2. Provide, upon request, the filing date, patent application number and title; a copy of the patent application; and patent number and issue date for any subject invention in any country in which the contractor has applied for a patent.

3. Provide periodic (but no more frequently than annual) listings of all subject inventions which were disclosed to the agency during the period covered by the report.

G. Subcontracts

1. The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

H. Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph J. of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the Contractor.

I. Preference for United States Industry

Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

J. March-in Rights

The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

1. Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

2. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee, or their licensees;

3. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee, or licensees; or

4. Such action is necessary because the agreement required by paragraph I. of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

K. Special Provisions for Contracts with Nonprofit Organizations

If the Contractor is a nonprofit organization, it agrees that:

1. Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Contractor;

2. The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 37 CFR 401.10;

3. The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

If the Contract is with a nonprofit organization and is for the operation of a government-owned, contractor-operated facility, the following will be substituted for paragraph K.3.:

3. After payment of patenting costs, licensing costs, payments to inventors, and other expenses incidental to the administration of subject inventions, the balance of any royalties or income earned and retained by the contractor during any fiscal year on subject inventions under this or any successor contract containing the same requirement, up to any amount equal to five percent of the budget of the facility for that fiscal year, shall be used by the contractor for scientific research, development, and education consistent with the research and development mission and objectives of the facility, including activities that increase the licensing potential of other inventions of the facility. If the balance exceeds five percent, 75 percent of the excess above five percent shall be paid by the contractor to the Treasury of the United States and the

remaining 25 percent shall be used by the contractor only for the same purposes as described above. extent it provides the most effective technology transfer, the licensing of subject inventions shall be administered by contractor employees on location at the facility.

4. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Secretary may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the Contractor could take reasonable steps to implement more effectively the requirements of this paragraph K.4.

L. COMMUNICATION- For all matters relating to the clause above, Contractor shall communicate with the County's Public Information Officer (PIO) or Communications Manager at 941-429-7077.

A. COPYRIGHTS - The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

12. CLEAN AIR ACT

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Department of Health or Florida Department of Business and Professional Responsibility, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

13. FEDERAL WATER POLLUTION CONTROL ACT

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

14. DEBARMENT AND SUSPENSION

A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, because it is a contract for goods or services that includes the below listed items. As such the Contractor shall verify that neither the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are "excluded," as defined at 2 C.F.R. § 180.940, or "disqualified," as defined at 2 C.F.R. § 180.935 because:

1. The Contract is awarded by the County in the amount of at least $25,000.

2. The Contract requires the approval of FEMA, regardless of amount.

3. The Contract is for federally required audit services; or

4. A subcontract is also a covered transaction if it is awarded by the Contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

B. The Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

E. The Contractor shall have completed the Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions Form, and returned it to the County with their Proposal.

F. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

15. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the County, who in turn will forward the certification(s) to the federal agency.

16. PROCUREMENT OF RECOVERED MATERIALS

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the Contract performance schedule; or

2. Meeting Contract performance requirements; or

3. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

C. The Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C § 6962).

17. ACCESS TO RECORDS

A. Access to Records.

1. The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the

Contractor which are directly pertinent to this Contract for the purposes of making audits, exami excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the FEMA Administrator or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

4. Such records will be maintained for five (5) years after the completion of the work done under the Contract and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period. The County retains a firm, which annually audits records; should records be required within that period, Contractor will be notified in writing.

B. Federal Records Requirements: If applicable, records retention and access to records shall comply with the Federal Highway Administration and the Office of the Inspector General.

18. DHS SEAL, LOGO, AND FLAGS

The Contractor must obtain written permission from the Department of Homeland Security ("DHS") prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

19. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

The parties to this Contract acknowledge that FEMA financial assistance will be used to fund this Contract. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

20. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from this Contract.

21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions taken pursuant to this Contract.

22. DOMESTIC PREFERENCES FOR PROCUREMENT (200.322)

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this section:

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

23. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services.

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit Contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

END OF SUPPLEMENTAL FEMA PROVISIONS.

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WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

MOSQUITO CONTROL
STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

CSFA Number: 42.003

State Project Title: Mosquito Control

Authorization: Section 388, Florida Statutes (F.S.)

Fiscal Year: 2026-2027

This AGREEMENT made and entered into on _____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and **LEVY COUNTY BOCC,** the RECIPIENT.

This AGREEMENT shall be executed by the RECIPIENT and returned to the DEPARTMENT not later than **December 31, 2026**, and shall serve as the RECIPIENT'S acknowledgment that this AGREEMENT is subject to Section 215.97, F.S.

ARTICLE 1: TERM

1.1 Contract Period: **OCTOBER 1, 2026 – SEPTEMBER 30, 2027**

1.2 Extension and Renewal. ***RESERVED***

ARTICLE 2: SERVICES

2.1 Scope of Work. The RECIPIENT agrees to provide the following contractual services:

Conduct arthropod/mosquito control in compliance with the requirements of Chapter 388, F.S., Section 215.97, F.S., and Chapter 5E-13, Florida Administrative Code (F.A.C.) as detailed in the attached Application, which is hereby incorporated by reference, and hereinafter referred to as the Scope of Work.

2.2 Deliverables. The RECIPIENT must provide quantifiable, measurable, and verifiable units of deliverables which must be received and accepted in writing by the contract manager prior to payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

The RECIPIENT agrees to conduct arthropod/mosquito control services as specified in the attached Scope of Work. In addition, the RECIPIENT must provide the following:

A. Submit each month to the Department on the current form indicated no later than thirty days after the end of the previous month:

1. "Mosquito Control Monthly Report - State Funds" (FDACS-13650, Rev. 09/23), and supporting documentation (i.e., receipts travel vouchers, invoices, purchase orders, expenditure reports, wage statements, account statements).

2. "Mosquito Control Monthly Report - Local Funds" (FDACS-13663, Rev. 09/23).

3. "Mosquito Control Monthly Report - Pesticide Activity" (FDACS-13652, Rev. 02/23).

B. Submit to the Department on the current form indicated **as needed**:

1. "Arthropod Control Budget Amendment" (FDACS-13613, Rev. 7/13) Budget amendments shall be prepared and submitted to the DEPARTMENT prior to over-expending funds in any account or expending funds in nonbudgeted accounts. Budget amendments must be explained by an accompanying request for approval of the changes to be made in the detailed budget. DEPARTMENT approval of the amendment(s) must be received before such expenditures are made.

2. Submit a copy to the DEPARTMENT of each financial reporting package containing non-state entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence regarding follow-up taken to address any prior year deficiencies, and such other information determined by the Auditor General of the State of Florida to be necessary.

2.3 Financial Consequences. Failure to timely provide the deliverables of this AGREEMENT shall result in financial consequences. The RECIPIENT shall perform all deliverables within the time frame established in this AGREEMENT. The DEPARTMENT shall reduce payment as a financial consequence as follows:

A. If the RECIPIENT fails to timely provide one or more deliverables from the Scope of Work or Article 2.2 above, due on or before **AUGUST 30, 2027,** then in addition to any other available remedies the DEPARTMENT shall reduce payment by 5% of the corresponding quarter's payment.

B. The DEPARTMENT in its sole discretion may grant an extension of one or more deliverable deadlines upon prior written request from RECIPIENT and for good cause shown.

C. Absent a written extension of the deadline to provide the annual report, the Parties agree that the Recipient shall be liable for a financial consequence of $100 per calendar day until the annual audit report required in Article 11.2 is delivered.

ARTICLE 3: COMPENSATION & EXPENSES

3.1 The DEPARTMENT will pay the RECIPIENT as follows:

An amount not to exceed $**69,587.50** payable quarterly in accordance with Article 3.1.3, upon receipt of required reports submitted to the DEPARTMENT within the statutory deadlines.

3.1.1 The DEPARTMENT may make partial payments to the RECIPIENT upon partial delivery of services when a request for such partial payment is made by the RECIPIENT and approved by the DEPARTMENT.

3.1.2 State funds, supplies, and services shall be made available to RECIPIENT by and through the DEPARTMENT immediately upon release of funds by the Executive Office of the Governor. Following the determination of funds available, if necessary, the DEPARTMENT shall make an adjustment in amounts of money payable to RECIPIENT in the last three (3) quarters of the current fiscal year. RECIPIENT shall be notified of the amount payable to them and if necessary, shall amend amounts of state funds budgeted.

3.1.3 The following quarterly payment schedule shall apply to this AGREEMENT:

Contract Period	Quarterly Payment Month (approximate)
October – December	January
January – March	April
April – June	July
July – September	September

If this AGREEMENT is not executed in time for one or more of the quarterly payments to apply, payment will be made in accordance with the remaining quarterly payment schedule.

3.2 Expenses. All purchases of supplies, materials and equipment by RECIPIENT shall be made in accordance with the laws governing purchases by Boards of County Commissioners, except that districts with special laws relative to competitive bidding shall make purchases in accordance with Chapter 388, F.S., and Chapter 5E-13, Florida Administrative Code.

3.2.1 All funds, supplies, and services released to the RECIPIENT shall be used exclusively for an integrated program that provides a combination of mosquito control, source reduction measures, public education, personnel training and certification, mosquito population surveillance, larvicides, adulticides, equipment, and alerts as approved by the DEPARTMENT.

3.2.2 Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this AGREEMENT will be reimbursed in accordance with Section 112.061, F.S. Authorization for travel expenses must be identified in the Scope of Work and approved by the Department to be eligible for reimbursement.

3.3 Dispute Resolution. If a dispute over fees invoiced under this AGREEMENT arises, the parties shall work to resolve the dispute informally at first. Should the parties be unable to resolve the dispute informally, the DEPARTMENT and RECIPIENT shall participate in mandatory binding arbitration.

3.4 Contingency. In accordance with Section 287.0582, F.S., the DEPARTMENT's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature. Payments under this AGREEMENT are further subject to the approval of the State Chief Financial Officer (Department of Financial Services).

ARTICLE 4: *Reserved*

ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 The Parties shall comply with all applicable local, state, and federal laws, rules, regulations, and policies, including but not limited to those specifically identified in this Agreement.

5.2 RECIPIENT acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT. RECIPIENT avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), F.S., during the term of the contract, including receiving and maintaining required affidavits from subcontractors.

5.3 RECIPIENT shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

5.4 RECIPIENT shall comply with Section 20.055(5), F.S.

ARTICLE 6: PUBLIC RECORDS

6.1 To the extent that RECIPIENT meets the definition of "Contractor" under Florida's Public Records Law, Section 119.0701, F.S., Recipient shall preserve, retain, and disclose as required all documents, including papers, letters, or any other record or materials prepared pursuant to this AGREEMENT, and otherwise fully comply with the requirements of Chapter 119. To that end, RECIPIENT must:

6.1.1 Retain all records made or received in conjunction with this Agreement for no less than five (5) years after the end of the Contract Period in Article 1.1.

6.1.2 Upon request from the DEPARTMENT's custodian of public records, provide the DEPARTMENT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the DEPARTMENT.

6.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract period and following completion or termination of the contract if the RECIPIENT does not transfer the records to the DEPARTMENT.

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

6.2 The DEPARTMENT shall have the right of unilateral cancellation for refusal by the RECIPIENT to allow public access to all documents, papers, letters or other material made or received by the RECIPIENT in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

6.3 Nothing in this article shall be considered a waiver of the provisions of Section 119.0701, F.S.

ARTICLE 7: TERMINATION

7.1 For Convenience. The parties may terminate this AGREEMENT in whole or in part for its convenience by giving at least fifteen (15) days written notice by electronic or registered mail to the contract manager, specifying the effective date of termination.

7.2 For Cause. The DEPARTMENT may terminate this AGREEMENT for cause; provided, however, no right of default shall accrue until thirty (30) days after the defaulting party is notified in writing of the reason(s) for termination and has failed to cure or give adequate assurances of performance within the thirty (30) day period after notice of termination. If, after termination, it is determined that the RECIPIENT was not in default, or that the default was excusable or the termination for cause was in error, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DEPARTMENT pursuant to Article 7.1. The rights and remedies of the DEPARTMENT in this clause are in addition to any other rights and remedies provided by law or under this Contract.

7.2.1 For cause termination shall be defined as default, breach, or failure of the RECIPIENT to fulfill any of its obligations hereunder.

7.2.2 Opportunity to cure. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the RECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following: (1) temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT; (2) disallow all or part of the cost of the services not in compliance; and/or (3) wholly or partly suspend or terminate this contract.

7.3 Obligations of parties upon termination.

7.3.1 The DEPARTMENT shall pay and/or reimburse RECIPIENT for services satisfactorily completed in accordance with the terms and conditions outlined herein, subject to any damages sustained by the DEPARTMENT. Upon the effective date of termination, the DEPARTMENT shall have no further obligation to make any payments, other than that which became due prior to the effective date of termination or during the notice period.

7.3.2 The RECIPIENT shall:

7.3.2.1 If the RECIPIENT decides to withdraw from participation in state matching funds under Chapter 388, F.S., prior to the end of the contract period, the RECIPIENT shall continue to submit the required reports until all funds received by the RECIPIENT as of the date of withdrawal are exhausted.

7.3.2.2 Stop all work, make no further changes to completed work, and place no further orders related to this AGREEMENT, except that which may be needed to wind-down the contract or may be directed by the DEPARTMENT during the notice period.

7.3.2.3 Furnish notice of termination to any and all immediate subcontractors, suppliers, licensors or partners that may be affected by this termination.

7.3.2.4 Take actions necessary, or that the DEPARTMENT may direct, for the protection and preservation of the work produced under this AGREEMENT.

7.3.2.5 Return and deliver to the DEPARTMENT its property and/or inventoried items in the possession of contractor and/or its employees or subcontractors.

7.3.2.6 Disclose, transfer, and assign to the DEPARTMENT all the rights, titles, and interests in licenses, copyrighted or patented work, as well as anything whatsoever constituting intellectual property produced within the subject matter and scope of this AGREEMENT.

7.3.2.7 Not be entitled to recover any cancellation charges or lost profits.

7.4 Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this AGREEMENT. Upon occurrence of a Force Majeure Event, the nonperforming party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance and its anticipated duration.

7.5 Notwithstanding the items listed above, the RECIPIENT shall not be relieved of liability to the DEPARTMENT for damages sustained by the DEPARTMENT by virtue of any termination, default or breach of this AGREEMENT by the RECIPIENT.

ARTICLE 8: FINANCIAL MATTERS

8.1 The RECIPIENT is hereby prohibited from expending any of the funds provided hereunder for the purpose of lobbying the Legislature, the judicial branch or a state agency.

8.2 The RECIPIENT shall maintain books, papers, records, and documents (Records) in accordance with generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

8.3 The Recipient shall comply with all applicable requirements of Section 215.97, F.S., and audit requirements for awards of state funded financial assistance. If the Recipient is required to undergo an audit, Recipient shall promptly provide all related Records to the auditor.

8.4 State funds received by RECIPIENT shall be deposited in a separate depository account from local funds received. Disbursements shall be made on pre-numbered checks or warrants drawn on the separate depository account from the local funds. Local and state funds shall be deposited in banks designated as depositories of public funds in accordance with provisions of Section 658.60, F.S.

8.5 In the event that the RECIPIENT expends a total amount of state financial assistance equal to or in excess of $750,000 in its fiscal year, the RECIPIENT must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the RECIPIENT shall consider all sources of state financial assistance, including state financial assistance received from this Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

8.6 Audits conducted pursuant to Section 215.97, F.S., shall be: performed annually and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

8.7 Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt the RECIPIENT from compliance with provisions of law relating to maintaining records concerning state financial assistance or allowing access and examination of those records by the DEPARTMENT, the Chief Financial Officer, or the Auditor General.

8.8 If the RECIPIENT expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. If however, the RECIPIENT elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., the cost of the audit must be paid from RECIPIENT's resources other than that which is obtained from the DEPARTMENT.

8.9 The DEPARMENT shall provide to the RECIPIENT, information needed by the RECIPIENT to comply with the requirements of Section 215.97, F.S.

8.10 The DEPARTMENT, the Department of Financial Services, and the State's Auditor General shall have access to the RECIPIENT's Records and the RECIPIENT's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The RECIPIENT is required to maintain sufficient Records and supporting documents demonstrating its compliance with the terms of this AGREEMENT for a period of five years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such Records upon request.

8.11 Section 215.97, F.S., does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.

8.12 RECIPIENT shall provide one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this AGREEMENT shall be submitted by or on behalf of the RECIPIENT directly to each of the following:

The Florida Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building

407 South Calhoun Street
Tallahassee, Florida 32399-0800

The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

8.13 Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this AGREEMENT shall be submitted timely in accordance with F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

8.14 RECIPIENT shall ensure expenditures of state financial assistance is in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.

8.15 The RECIPIENT agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the DEPARTMENT.

8.16 Any funds paid in excess of the amount to which the RECIPIENT is entitled under this AGREEMENT must be refunded to the DEPARTMENT.

ARTICLE 9: GENERAL PROVISIONS

9.1 Independent Contractor. The RECIPIENT, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the DEPARTMENT.

9.2 The RECIPIENT shall not pledge the DEPARTMENT's credit or make the DEPARTMENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

9.3 Indemnification: Sovereign Entity. RECIPIENT warrants and represents that as a sovereign entity, it is self-insured. RECIPIENT assumes all risk of personal injury and property damage attributable to the negligent or intentional acts or omissions of RECIPIENT and the officers, employees, servants, and agents thereof while acting within the scope of their employment by the RECIPIENT. DEPARTMENT and RECIPIENT agree that nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity beyond that provided in § 768.28, Florida Statutes.

9.4 Liability. The DEPARTMENT shall not assume any liability for the acts, omissions to act or negligence of the RECIPIENT, its agents, servants, and employees, nor shall the RECIPIENT disclaim its own negligence to the DEPARTMENT or any third party.

9.4.1 The RECIPIENT shall maintain, during the period of this AGREEMENT, liability insurance for the services to be rendered in accordance with industry standards as appropriate.

9.5 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

9.6 Entire Agreement. The instrument, including any attachments or exhibits, embodies the entire agreement of the Parties. This AGREEMENT supersedes all previous oral or written communications, representations, or agreements on this subject.

9.7 Applicable Law and Venue. This AGREEMENT shall be governed by the laws of the State of Florida with venue in Leon County, Florida.

9.8 Severability. In the event that any one or more of the provisions of this AGREEMENT shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this AGREEMENT invalid or unenforceable and the remaining provisions hereof shall remain in full force or effect. In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the F.S. and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

9.9 Paragraph Headings. Paragraph headings contained in this AGREEMENT are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this AGREEMENT.

9.10 Compliance. RECIPIENT shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this AGREEMENT.

9.11 Subcontracting. RECIPIENT agrees that all services to be performed hereunder shall be performed solely by the RECIPIENT and may not be subcontracted for or assigned without the prior written consent of DEPARTMENT. Consent may be withheld by DEPARTMENT for any reason, or granted subject to RECIPIENT's compliance with one or more of the following: (1) RECIPIENT purchasing, at its sole expense, a payment bond in a form and amount that DEPARTMENT determines to be adequate to protect suppliers of labor and material; and (2) RECIPIENT disclosing information satisfactory to DEPARTMENT regarding each subcontractor to perform services hereunder, including a description of the subcontractor's organization, ability to provide applicable services, cost to perform applicable services, previous work experience, and relationship to the RECIPIENT.

9.12 Survival. The termination of this AGREEMENT (whether by expiration, completion, the exercise of a termination right hereunder), will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination.

9.13 This AGREEMENT may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each person signing this AGREEMENT warrants that he or she is duly authorized to do so and to bind the respective party to the AGREEMENT.

9.14 The delay or failure by the DEPARTMENT to exercise or enforce any of its rights under this AGREEMENT shall not constitute or be deemed a waiver of the DEPARTMENT's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

9.15 Administration of the Agreement.

The contract manager for the DEPARTMENT is **SHALINDA WOODS** and is located at **DIVISION OF AGRICULTURAL ENVIRONMENTAL SERVICES, 3125 CONNER BLVD., SUITE E, TALLAHASSEE, FLORIDA 32399-1650, OFFICE NUMBER (850) 617-7933, EMAIL ADDRESS: SHALINDA.WOODS@FDACS.GOV.**

The contract manager for the RECIPIENT is **MATT WELDON, DIRECTOR** and is located at **310 SCHOOL ST., BRONSON, FL 32621.**

Substitution of a contract manager by any party after execution of this AGREEMENT shall not require a formal amendment of this AGREEMENT; however, the other contract manager shall be informed in writing within seven (7) business days of the substitution.

9.16 Notices. Any notice required or permitted under this AGREEMENT shall be in writing and shall be sent via email to the contract manager and sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager set forth in Section 9.14 with a copy to:

DEPARTMENT: Florida Department of Agriculture and Consumer Services, Office of General Counsel, The Mayo Building, Suite 520, 407 S. Calhoun Street, Tallahassee, FL 32399, Attn: General Counsel

RECIPIENT: **LEVY COUNTY BOCC, 310 SCHOOL ST., BRONSON, FLORIDA 32621**

9.17 Tangible Property. All equipment purchased pursuant to Chapter 388, F.S., with state funds made available directly to RECIPIENT shall become the property of the RECIPIENT unless otherwise provided, and may be traded in on other equipment, or sold, when no longer needed by the RECIPIENT.

9.17.1 The DEPARTMENT, upon notifying RECIPIENT and obtaining its approval, is authorized to transfer equipment, materials, and personnel from one district to another in the event of an emergency brought about by an arthropod borne epidemic or other disaster requiring emergency control.

9.17.2 Surplus property shall be disposed of according to the provisions set forth in Section 274.05, Florida Statutes, with the following exceptions: Serviceable equipment no longer needed by RECIPIENT shall first be offered to any or all other counties or districts engaged in mosquito control at a price established by the board of commissioners owning the equipment. If no acceptable offer is received within two weeks, the equipment shall be offered to such other governmental units or private nonprofit agencies as provided in Section 274.05, F.S.

9.17.3 The alternative procedure for disposal of surplus property, as prescribed in Section 274.06, F.S., shall be followed if it has been determined no other county, district, governmental unit, or private nonprofit agency has need for the equipment. All proceeds from the sale of any real or tangible personal property owned by RECIPIENT shall be deposited in the county or district mosquito control state fund account unless otherwise specifically designated by the DEPARTMENT.

ARTICLE 10: *RESERVED*

ARTICLE 11: MANDATORY CERTIFICATIONS (Note: does not apply to individuals or private citizens).

11.1 ***RESERVED***

11.2 In the event that the Recipient receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, or this Agreement results from the Recipient being named in statute as the required Recipient of a sole-source, public-private Agreement, then the Recipient shall provide an annual report to the Department due on or before June 30th.

11.2.1 An annual report shall be required for each year that this Agreement remains in existence. The report shall detail the total compensation of the Recipient's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the Recipient's IRS Form 990.

11.2.2 Recipient understands and agrees that it must provide Department written notice detailing any change in executive compensation in the intervening period between annual reports.

*** ***Remainder of Page Left Intentionally Blank*** ***

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits, hereto, the parties have caused to be executed this AGREEMENT by the undersigned officials duly authorized:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	RECIPIENT
Joey B. Hicks	
Signature	Signature
Director, Division of Administration	
Title	Title
10/2/2026	
Date	Date

Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Matt Weldon, Division Director
2. **Department:** Public Works
3. **Meeting Date:** Tuesday, October 20, 2026
4. **Requested Action:**
   Approve the Mosquito Control State Financial Assistance Recipient Agreement #42.003 FY 2026-2027 in the amount of $69,587.50.
5. **Cost & Funding Source:**
   Mosquito Control State Funding 104-1017* $69,587.50
6. **Justification of Request:**
   Annual Agreement between FDACS and the Levy County BoCC for Mosquito Management/Control Services in the amount of $69,587.50

310 School Street, Suite 112, Bronson Florida 32621
Telephone (352) 486-5218 Fax (352) 486-5167
E-mail: levybocc@levycounty.org Website: www.levycounty.org

Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Mary-Ellen Harper, County Manager
2. **Department:** Board of County Commissioners
3. **Meeting Date:** Tuesday, October 20, 2026
4. **Requested Action:**
   Approve the Release and Settlement Agreement with Westchester Surplus Lines Insurance Company for the Hurricane Idalia claim associated with George T. Lewis Airport/ Cedar Key Airport. The agreement provides a settlement payment of $68,705.76, payable to Public Risk Management for the benefit of Levy County.

5. **Cost & Funding Source:**
   There is no cost associated with this item.

6. **Justification of Request:**
   The Release and Settlement Agreement is necessary to authorize the County to accept the settlement payment of $68,705.76 related to Hurricane Idalia claim for George T. Lewis Airport/ Cedar Key Airport. Approval of the agreement will allow the County to receive this additional settlement payment and release Westchester Surplus Lines Insurance Company from further claims specifically related to the subject loss addressed by this agreement.

RELEASE AND SETTLEMENT AGREEMENT

WHEREAS, the parties, PUBLIC RISK MANAGEMENT and LEVY COUNTY BOARD OF COUNTY COMMISSIONERS (collectively the "INSURED") and Westchester Surplus Lines Insurance Company (The "INSURER") subscribing to Policy Number D37363133 015; as part of Master Policy No. B1230AP00750A23 for the policy period from June 1, 2023 to June 1, 2024, understand and agree that this is a settlement of a disputed claim, they intend to resolve this controversy, avoid litigation, and buy their peace with respect to each other and, by entering this Release and Settlement Agreement, make no admission of liability, coverage, or damages.

In exchange for good and valuable consideration in the form of payment from the INSURER totaling Sixty Eight Thousand, Seven Hundred Five dollars and seventy six cents, ($68,705.76) (the "Settlement Payment") payable to Public Risk Management for the benefit of Levy County, for all disputed claims associated under all coverages applicable to the location identified as 0077-Z1 The George T Lewis Airport aka Cedar Key Airport, located at 11311 SW 153 Ct. Cedar Key, FL 32626 for damages occurring from hurricane Idalia, the sufficiency and receipt of which is hereby acknowledged, the INSURED hereby agree for themselves and each and all of their respective lienholders, mortgagees, lessors, creditors, executors, administrators, successors, trustees, agents, receivers, attorneys, public adjusters, beneficiaries, predecessors, relatives, heirs, joint tenants, tenants-in- common, assigns, and any others who may be entitled to recovery on its behalf (collectively, "THE RELEASORS"), to remise, release, acquit, and forever discharge the INSURER and all of their subscribing syndicates, names, representatives, insurers, reinsurers, assigns, affiliates, coverholders, underwriters, related business organizations, agents, adjusters, servants, successors, heirs, executors, administrators, and attorneys (the "INSURER"), of and from any and all claims, actions, causes of action, demands, rights, damages, interest, costs, losses of services, expenses, compensation, and obligations toward THE RELEASORS whatsoever (whether contractual, quasi-contractual, extra-contractual, or otherwise), which THE RELEASORS now have, or which hereafter accrue on account of, or in any way growing out of, whether known or unknown, foreseen or unforeseen damages (whether direct, consequential, or punitive), interest, costs, and legal fees (including, but not limited to, fees and costs for attorneys, legal, public adjusters, engineers, consultants, contractors, and experts), arising from, resulting, or to result from, or in any way relating to any loss or damage (whether provided under a direction to

pay, assignment of benefits, or otherwise), sustained by THE RELEASORS for any and all claims for damage under any coverage to the location identified as location 0077-Z1 The George T Lewis Airport aka Cedar Key Airport, located at 11311 SW 153 Ct. Cedar Key, FL 32626 for damages occurring from hurricane Idalia, (the "Subject Loss"), the part of THE RELEASORS' insurance claim (Crawford File No. 4286930) for the Subject Loss and/or any past or present relationship or communications with the INSURER concerning the Subject Loss, including, but not limited to, the investigation and claims handling undertaken (or claims/coverage decision made) by the INSURER and their representatives.

The Settlement Payment is over and above prior payment by the INSURER in the total amount of Thirty Nine Thousand, Four Hundred Twenty Two dollars and Eighty Six Cents, $39,422.86, which has been made for undisputed damage for the Subject Loss. The INSURER will issue Settlement Payment to Public Risk Management as the single named payee. No portion of the Settlement Payment will be made to the Levy County Board of County Commissioners directly, nor will the Levy County Board of County Commissioners appear as a payee on the Settlement Payment. Public Risk Management understands and agrees that it is responsible for paying its member.

Upon receipt of the consideration stated herein, THE RELEASORS agree and covenant not to commence any action against the INSURER for any contractual, statutory, or common law causes of action, including, but not limited to, any action for "bad faith," that THE RELEASORS now have or may have relating in any way to the Subject Loss, the insurance claim for the Subject Loss, or the INSURER'S handling, investigation, and adjustment of the insurance claim for the Subject Loss. As part of this Release and Settlement Agreement, it is expressly understood and agreed that each party shall bear and pay their own costs, including any attorney's fees and costs, aside from the consideration expressly set forth herein.

THE RELEASORS hereby declare and represent that they relied wholly upon the judgment, belief and knowledge of their own agents and attorneys regarding the nature, extent, effect, and duration of all damages to THE RELEASORS and the liability of the INSURER for such damages and that this Release and Settlement Agreement is entered into without any reliance

upon any statement or representation of the INSURER or their representatives not contained herein. THE RELEASORS specifically declare and represent that no promise, inducement, or agreement not herein expressed has been made to THE RELEASORS, that this Release and Settlement Agreement contains the entire agreement between the parties hereto, and that the terms of this Release and Settlement Agreement are contractual and not mere recitals.

Although none is contemplated, any action regarding this Release and Settlement Agreement shall be brought in accordance with the Arbitration and Choice of Law Endorsement within the subject policies.

(THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.)

THE UNDERSIGNED AUTHORIZED REPRESENTATIVE OF PUBLIC RISK MANAGEMENT HAS READ THIS RELEASE AND SETTLEMENT AGREEMENT, FULLY UNDERSTANDS THE CONTENTS OF THIS RELEASE AND SETTLEMENT AGREEMENT, AND SWEARS UNDER OATH TO THE REPRESENTATIONS MADE ABOVE.

Signed and delivered this_____day of_____, 2026.

Authorized Representative of
PUBLIC RISK MANAGEMENT

By: _____

Title:_____

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this____day of_____, 202_, by_____, [ ] who is personally known to me or [ ] who has produced _____(type of identification) as identification and who has taken an oath.

SWORN TO AND SUBSCRIBED before me aforesaid this ____ day of _____, 2026.

_____
NOTARY PUBLIC

_____
(Stamp)

THE UNDERSIGNED AUTHORIZED REPRESENTATIVE OF THE LEVY COUNTY BOARD OF COUNTY COMMISSIONERS HAS READ THIS RELEASE AND SETTLEMENT AGREEMENT, FULLY UNDERSTANDS THE CONTENTS OF THIS RELEASE AND SETTLEMENT AGREEMENT, AND SWEARS UNDER OATH TO THE REPRESENTATIONS MADE ABOVE.

Signed and delivered this_____day of_____, 2026.

Authorized Representative of
LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Title:_____

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this____day of_____, 202_, by_____, [ ] who is personally known to me or [ ] who has produced _____(type of identification) as identification and who has taken an oath.

SWORN TO AND SUBSCRIBED before me aforesaid this ____ _____, 2026.

_____
NOTARY PUBLIC

_____
(Stamp)

Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Don Clifton, Road Dept. Director
2. **Department:** Road Department
3. **Meeting Date:** Tuesday, October 20, 2026
4. **Requested Action:**
   Approve RESOLUTION NUMBER 2026-59: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, SETTING A PUBLIC HEARING DATE TO CONSIDER THE APPLICATION FOR CLOSURE AND ABANDONMENT OF AN UNDEVELOPED PORTION OF RIGHT-OF-WAY KNOWN AS SE 110 TERRACE, LOCATED IN THE CANNON HOMESITES PLAT RECORDED IN PLAT BOOK 7 PAGE 7 OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA; DIRECTING PUBLISHED NOTICE OF SAID PUBLIC HEARING.
5. **Cost & Funding Source:**
   There is no cost associated with this item.
6. **Justification of Request:**
   On September 11, 2025, George and Jacqueline Smith submitted an application to vacate a 60’ Right-of-Way in Cannon Homesites that was undeveloped. County staff reviewed the application and found it appropriate to vacate this undeveloped right-of-way. This initial resolution is required to surrounding property owners and utility companies (if any). This initial resolution is required to set the public hearing at which the County Commission will consider a final resolution to vacate the right-of-way. County Staff will publish notice of the public hearing at least two weeks prior to the hearing. And if the Board adopts the final resolution to vacated the right-of-way at the public hearing, County Staff will published notice of the vacated 30 days thereafter.

RESOLUTION NUMBER 2026-59

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, SETTING A PUBLIC HEARING DATE TO CONSIDER THE APPLICATION FOR CLOSURE AND ABANDONMENT OF AN UNDEVELOPED PORTION OF RIGHT-OF-WAY KNOWN AS SE 110 TERRACE, LOCATED IN THE CANNON HOMESITES PLAT RECORDED IN PLAT BOOK 7 PAGE 7 OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA; DIRECTING PUBLISHED NOTICE OF SAID PUBLIC HEARING.

WHEREAS, Levy County has received an application to vacate public right-of-way (Project No. 2025-001) submitted by property owners George and Jacqueline Smith (the "Applicants"), owners of the property located at 19431 SE 110 Terrace, which is adjacent to the subject right-of-way.

WHEREAS, the Applicants have requested that the County close, vacate, and abandon a portion of an undeveloped public road right-of-way located in Levy County, Florida, known as SE 110 Terrace within the Cannon Homesites Plat, as recorded in Plat Book 7, Page 7, of the Public Records of Levy County, Florida, and more particularly described and depicted in **Exhibit "A"** attached hereto and incorporated herein (the "Roadway").

WHEREAS, in accordance with Section 2-309 of the Levy County Code of Ordinances and Section 336.09, Florida Statutes, the Board of County Commissioners of Levy County, Florida (the "Board") adopts this Resolution for the purpose of setting a public hearing to consider the advisability of this request.

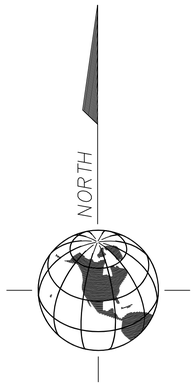
WHEREAS, the Applicants have represented to the Board that the closing and abandonment of the Roadway will not adversely affect the ownership or right of convenient access of any property owner in the immediate area.

NOW, THEREFORE, BE IT RESOLVED by the Board that a public hearing on the proposed closing and abandonment of the Roadway be scheduled for November 17, 2026 at 9:00 am, or as soon thereafter as it may be heard, and that legal notice of said hearing be published in accordance with Section 2-309 of the Levy County Code of Ordinances and Section 336.10, Florida Statutes.

PASSED AND DULY ADOPTED on October 20, 2026.

[signatures on next page]

ATTEST: Clerk of the Circuit Court and Ex Officio Clerk to the Board _____ Matt Brooks, Clerk of Courts	BOARD OF COUNTY COMMISSIONERS LEVY COUNTY, FLORIDA _____ Tim Hodge, Chair
	Approved as to form and legal sufficiency _____ GrayRobinson, P.A., Interim County Attorney



GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

BOUNDARY SURVEY

CERTIFIED TO MEET FLORIDA STANDARDS OF PRACTICE TO:

GEORGE SMITH
JACQUELINE SMITH

DESCRIPTION:

THAT CERTAIN 60 FOOT RIGHT OF WAY LYING WEST OF:

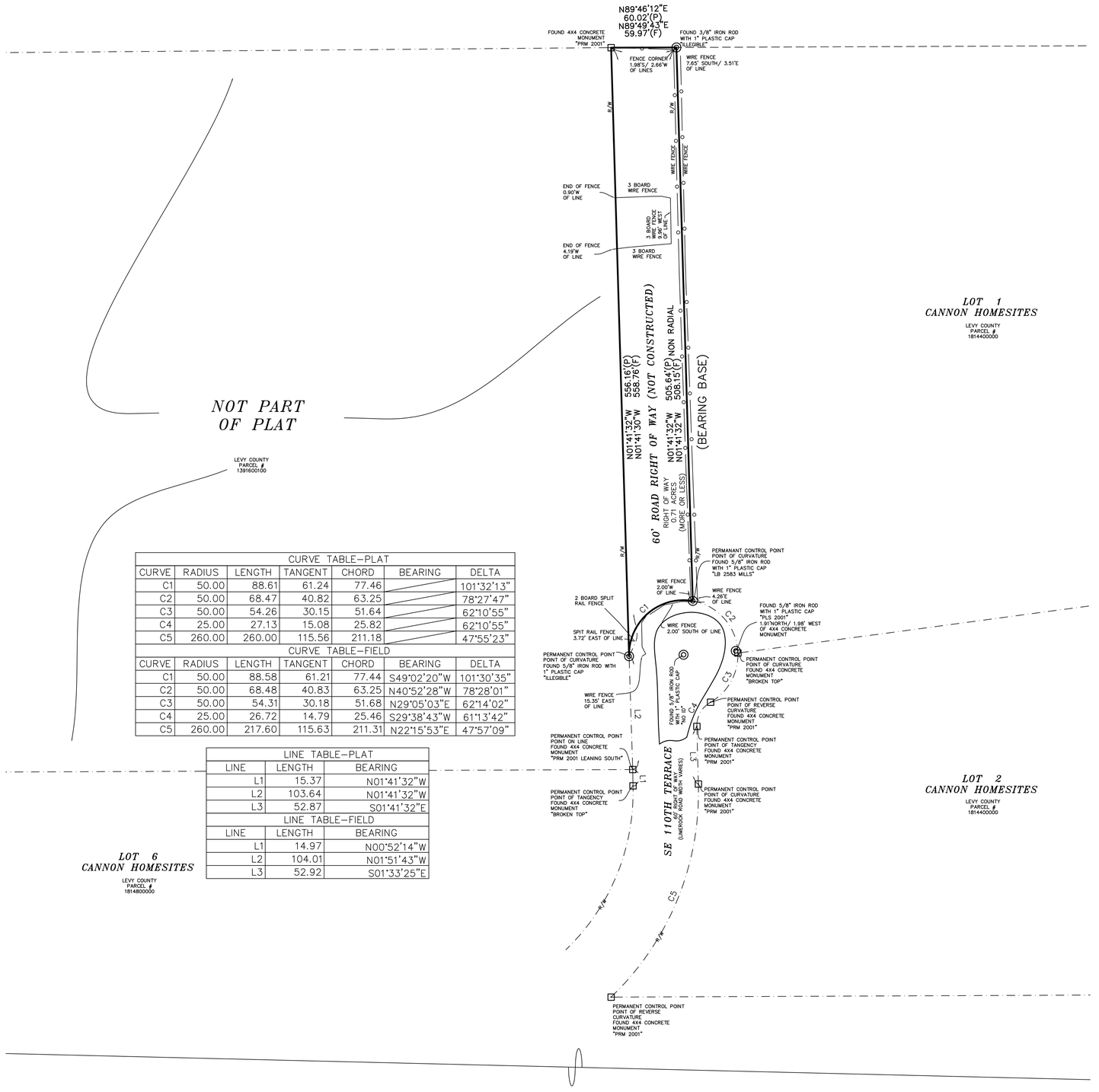
LOTS 1 AND 2, CANNON HOMESITES, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 7, PUBLIC RECORDS OF LEVY COUNTY, FLORIDA.

CONTAINING 0.71 ACRES (MORE OR LESS)

THE UNADJUSTED ERROR OF CLOSURE FOR THIS SURVEY IF 1:48,000.

LEGEND

(P) PLAT	(F) FIELD
(D) DEED	(C) CALCULATED
N NORTH	E EAST
S SOUTH	W WEST
⊡	DENOTES EXISTING 4"X 4" CONCRETE MONUMENT "SEE SKETCH"
◉	DENOTES SET 5/8" REBAR & CAP "P.L.S. 4127"
○	DENOTES EXISTING 5/8" REBAR & CAP "SEE SKETCH"
P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
R/W	RIGHT OF WAY LINE
CONC	CONCRETE
℄	CENTERLINE
⟵	ANCHOR WIRE
☼	UTILITY POLE
—UTILITY—	OVERHEAD UTILITY LINE
~	DENOTES LINE NOT TO SCALE
W WATER METER	T TELEPHONE RISER
Ⓦ 4" WELL	C CABLE TV
CONCRETE	E ELECTRIC BOX
COVERED AREA	WOOD DECK



CURVE TABLE–PLAT						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	50.00	88.61	61.24	77.46		101°32'13"
C2	50.00	68.47	40.82	63.25		78°27'47"
C3	50.00	54.26	30.15	51.64		62°10'55"
C4	25.00	27.13	15.08	25.82		62°10'55"
C5	260.00	260.00	115.56	211.18		47°55'23"
CURVE TABLE–FIELD						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	50.00	88.58	61.21	77.44	S49°02'20"W	101°30'35"
C2	50.00	68.48	40.83	63.25	N40°52'28"W	78°28'01"
C3	50.00	54.31	30.18	51.68	N29°05'03"E	62°14'02"
C4	25.00	26.72	14.79	25.46	S29°38'43"W	61°13'42"
C5	260.00	217.60	115.63	211.31	N22°15'53"E	47°57'09"

LINE TABLE–PLAT		
LINE	LENGTH	BEARING
L1	15.37	N01°41'32"W
L2	103.64	N01°41'32"W
L3	52.87	S01°41'32"E
LINE TABLE–FIELD		
LINE	LENGTH	BEARING
L1	14.97	N00°52'14"W
L2	104.01	N01°51'43"W
L3	52.92	S01°33'25"E

I hereby certify that this Survey of the property described hereon, as recently surveyed and drawn under my supervision, complies with the minimum standards of practice as set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17, Florida Administrative Code Pursuant to 472.027, Florida Statutes.

10/15/2025
SIGNATURE DATE
Martin L. Williams
Professional Land Surveyor
Florida Registration Number 4127

NOT VALID UNLESS SIGNED, AND STAMPED WITH EMBOSSED SEAL.

PROJECT INFORMATION	
DRAWING FILE NAME	25–138
SCALE	1" = 50'
JOB NO:	25–138
FIELD BOOK NO.	102
FIELD WORK	T.C.
DATE COMPLETED	09–15–2025
DRAWN BY	J.C.
REVISION DATE	---
PREVIOUS JOB NUMBER	---
PREVIOUS SURVEY DATE	---

GENERAL NOTES AND REPORT

1. BEARINGS BASED ON THE EAST RIGHT OF WAY LINE OF THE (NOT CONSTRUCTED) 60' ROAD RIGHT OF WAY AS BEING N01°41'32"W AS PLATTED. SOME OF THE UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS WERE NOT LOCATED BY THIS SURVEY.
2. DESCRIPTION FURNISHED BY THE CLIENT.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS SURVEYOR FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP, OR RECORDING DATA.
4. LANDS SHOWN HEREON ARE NOT CERTIFIED TO ANY PARTY OTHER THAN THE CLIENT.
5. THIS SKETCH IS NOT VALID UNLESS SIGNED BY THE SURVEYOR IN RESPONSIBLE CHARGE AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
6. NO ONE OTHER THAN THE ENTITIES NAMED HEREON SHOULD RELY ON THIS SURVEY.
7. THE CERTIFICATION AS SHOWN HEREON DOES NOT TAKE INTO CONSIDERATION ANY ADDITIONAL FACTS THAT AN ACCURATE AND CORRECT TITLE SEARCH AND / OR EXAMINATION MIGHT DISCLOSE, INCLUDING, BUT NOT LIMITED TO, DESCRIPTIONS CONTAINED IN DEEDS FOR ADJACENT PROPERTIES.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. OFFSETS AS SHOWN HEREON ARE DEEMED TO BE ACCEPTABLE FOR BUILDING CONSTRUCTION AND IMPROVEMENTS AND SHOULD NOT BE USED TO RE-ESTABLISH SAID BOUNDARIES.

WILLIAMS SURVEYING, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
7951 S.E. 196th Avenue
Morriston, Florida 32668
Phone (352) 465–0367
State Certificate No. 0006619

Rcvd 9/17/25

Levy County Road Division
620 N Hathaway Ave
Bronson, FL 32621
Tel 352-486-5124
RoadDepartment@levycounty.org
www.levycounty.org
PROJECT# 2025-001

APPLICATION TO VACATE PUBLIC RIGHT-OF-WAY OR A PUBLIC PLACE (SEC. 2-309, COUNTY CODE OF ORDINANCES)

STEP 1: THE FOLLOWING PRELIMINARY INFORMATION MUST BE PROVIDED BY THE APPLICANT
APPLICANT NAME: George W Smith & Jacqueline L Smith
APPLICANT SIGNATURE: George W Smith Jacqueline L Smith
ADDRESS: 19431 SE 110th TERRACE
CITY: Inglis
STATE: FLORIDA ZIP: 34449
PHONE: 352-447-5607
EMAIL: SmittysLawnQuotes@Gmail.com

DESCRIBE (AND ATTACH A MAP OF) THE AREA THAT YOU ARE REQUESTING THE COUNTY VACATE:
Right of Way From Cul de Sac To Woodline At Rear 40' R/W Cannon Homesites - N & L1 (PB7 PG7)
WHY ARE YOU REQUESTING THE VACATE: Has been Never used by Public Road was originated for Road of a Home Plan that Never came About - Property of the Right of Way is Plotted to Cannon Home Site. It closes My Property
DO YOU (OR YOUR CLIENT, IF YOU ARE ACTING AS AN AGENT) OWN PROPERTY ABUTTING THE AREA REQUESTED FOR VACATE: check one ☒ YES ☐ NO If NO, you are not eligible to apply for a vacate If YES, provide the following information for the property you own that abuts the vacate area:
Property Appraiser Parcel ID#: 1814400000
Electric Provider, if known/applicable: NONE
Telephone Provider, if known/applicable:
Any other known utilities (e.g., natural gas, internet, cable) NONE

STEP 2: PRELIMINARY STAFF REVIEW

☐ After review, County staff finds it is **not** appropriate to vacate the requested area because:

Signature of Road Division Official: _____

If this box is checked and signed, this Application is deemed denied and will not be processed further.

☐ After review, County staff finds it is appropriate to process the vacate request.

Signature of Road Division Official: _____

If this box is checked and signed, the Applicant must do the following to proceed to STEP 3:

(1) pay the $500.00 application fee (CHECK MADE OUT TO LEVY COUNTY BOARD OF COUNTY COMMISISONERS) to the Road Division. Please note, there are NO REFUNDS after payment is submitted regardless of the County Commission decision.
(2) provide a legal description and survey of the area proposed to be vacated to the Road Division. This survey must be obtained by the Applicant, at their sole expense, from a private surveying company of their choice.

STEP 3: INITIAL RESOLUTION

Upon receipt of the fee and survey required in STEP 2, County staff will prepare an Initial Resolution asking the County Commission to set the date, time and place for a public hearing to consider the advisability of vacating the public right-of-way or public place identified in the survey. The Road Division will present this Initial Resolution at the next available County Commission meeting.

If the County Commission approves the Initial Resolution, the Road Division will provide a signed copy of the Initial Resolution and a list of the property owners within 500 feet and the utility companies to ~~whom the Applicant must provide mailed notice as described in STEP 4.~~

If the County Commission does NOT approve the Initial Resolution, this Application is deemed denied and will not be processed further.

STEP 4: MAILED NOTICE TO SURROUNDING PROPERTY OWNERS AND UTILITY COMPANIES

The Applicant is responsible for mailing the form of Notice on page 4 (with the Initial Resolution attached) to each property owner and utility company on the list provided by the County Road Division in STEP 3. All mailings shall be sent via Certified Mail postmarked at least 15 calendar days prior to the Public Hearing Date in the Initial Resolution. The Applicant must provide the postmarked Certified Mail receipts to the Road Division at least 7 calendar days before the hearing. Failure to do so will result in cancellation of the hearing.

STEP 5: PUBLISHED NOTICES AND PUBLIC HEARING AND RECORDING
County staff will **publish a Notice of Public Hearing** in a local newspaper of general circulation one time at least two weeks prior to the public hearing date identified in the Initial Resolution.
County staff will prepare a Final Resolution to vacate the public right-of-way or public place and the Road Division will **present the Final Resolution at the Public Hearing**, at which time the County Commission will determine whether or not to approve the vacate.
If the County Commission approves the Final Resolution, County staff will **publish a Notice of Adoption** in a local newspaper of general circulation one time within 30 days after the date of adoption of the Final Resolution.
The Clerk to the County Commission will **record the approved Final Resolution**, together with the proofs of publication of the Notice of Public Hearing and the Notice of Adoption, in the Official Records of the County - thereby completing the vacate process.

NOTICE AND REQUEST FOR REVIEW AND RECOMMENDATION CONCERNING PETITION TO VACATE

PROPERTY OWNER WITHIN 500 FEET OF AREA TO BE VACATED OR UTILITY SERVICE

NAME:	
ADDRESS:	
STATE:	ZIP:
PARCEL#	

You are receiving this Notice because you own property or provide utilities in the vicinity of a public right-of-way or public place that is proposed to be vacated as described in the attached Resolution adopted by the Levy County Board of County Commissioners. If the public interest is vacated, the property will become privately owned.

If you have concerns or objections to this proposed vacate, please either: attend the Public Hearing described in the attached Resolution, and/or return this form with the questions below compieted to Alice LaLonde, Levy County Road Division, 620 N. Hathaway Ave, Bronson, FL 32621

Should you have any questions about this process, please contact the Levy County Road Division at 352-486-5124 and ask for Alice LaLonde, or send an email to RoadDepartment@levycounty.org

PROPERTY OWNER – WILL THIS VACATE DEPRIVE ANYONE OF ACCESS TO THEIR PROPERTY (CIRCLE ONE): YES OR NO

Do you have any other concerns or objections: _____

_____

_____

_____

UTILITY COMPANY – DO YOU OBJECT TO THE VACATE (CIRCLE ONE): YES OR NO

IF YES, WHY? _____

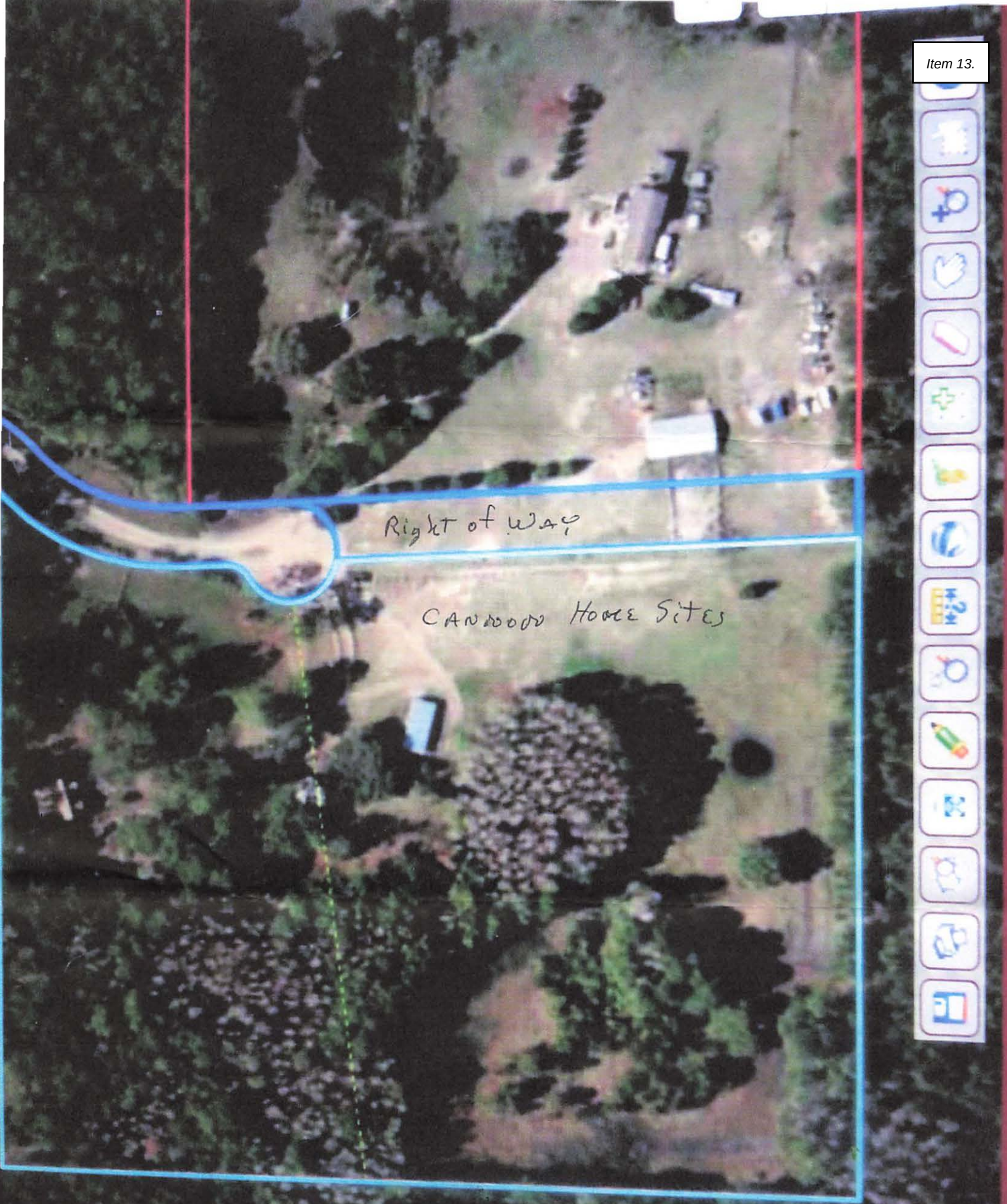
_____

_____

_____

_____

(attachment: Initial Resolution adopted by the County Commission)


Right of Way
CANNOON HOME SITES

Rcvd 9/17/25

Levy County Road Division
620 N Hathaway Ave
Bronson, FL 32621
Tel 352-486-5124
RoadDepartment@levycounty.org
www.levycounty.org
PROJECT# 2025-001

APPLICATION TO VACATE PUBLIC RIGHT-OF-WAY OR A PUBLIC PLACE (SEC. 2-309, COUNTY CODE OF ORDINANCES)

STEP 1: THE FOLLOWING PRELIMINARY INFORMATION MUST BE PROVIDED BY THE APPLICANT
APPLICANT NAME: George W Smith & Jacqueline L Smith
APPLICANT SIGNATURE: George W Smith Jacqueline L Smith
ADDRESS: 19431 SE 110TH TERRACE
CITY: Inglis
STATE: FLORIDA ZIP: 34449
PHONE: 352-447-5607
EMAIL: SmittysLawnQuotes@Gmail.com

DESCRIBE (AND ATTACH A MAP OF) THE AREA THAT YOU ARE REQUESTING THE COUNTY VACATE:
Right of Way From Cul de Sac To Woodline At Rear 40' R/W Cannon Homesites - N & L1 (PB7 PG7)
WHY ARE YOU REQUESTING THE VACATE: Has been Never used by Public Road was originated for Road of a Home Plan that never came About. Property of the Right of Way is Plotted To Cannon Home Site. It closed My Property
DO YOU (OR YOUR CLIENT, IF YOU ARE ACTING AS AN AGENT) OWN PROPERTY ABUTTING THE AREA REQUESTED FOR VACATE: check one ☒ YES ☐ NO If NO, you are not eligible to apply for a vacate If YES, provide the following information for the property you own that abuts the vacate area:
Property Appraiser Parcel ID#: 1814400000
Electric Provider, if known/applicable: NONE
Telephone Provider, if known/applicable:
Any other known utilities (e.g., natural gas, internet, cable) NONE

STEP 2: PRELIMINARY STAFF REVIEW

☐ After review, County staff finds it is **not** appropriate to vacate the requested area because:

Signature of Road Division Official: _____

If this box is checked and signed, this Application is deemed denied and will not be processed further.

☑ After review, County staff finds it is appropriate to process the vacate request.

Signature of Road Division Official: Alice LaPorte

If this box is checked and signed, the Applicant must do the following to proceed to STEP 3:

(1) pay the $500.00 application fee (CHECK MADE OUT TO LEVY COUNTY BOARD OF COUNTY COMMISISONERS) to the Road Division. Please note, there are NO REFUNDS after payment is submitted regardless of the County Commission decision.

(2) provide a legal description and survey of the area proposed to be vacated to the Road Division. This survey must be obtained by the Applicant, at their sole expense, from a private surveying company of their choice.

STEP 3: INITIAL RESOLUTION

Upon receipt of the fee and survey required in STEP 2, County staff will prepare an Initial Resolution asking the County Commission to set the date, time and place for a public hearing to consider the advisability of vacating the public right-of-way or public place identified in the survey. The Road Division will present this Initial Resolution at the next available County Commission meeting.

If the County Commission approves the Initial Resolution, the Road Division will provide a signed copy of the Initial Resolution and a list of the property owners within 500 feet and the utility companies to whom the Applicant must provide mailed notice as described in STEP 4.

If the County Commission does NOT approve the Initial Resolution, this Application is deemed denied and will not be processed further.

STEP 4: MAILED NOTICE TO SURROUNDING PROPERTY OWNERS AND UTILITY COMPANIES

The Applicant is responsible for mailing the form of Notice on page 4 (with the Initial Resolution attached) to each property owner and utility company on the list provided by the County Road Division in STEP 3. All mailings shall be sent via Certified Mail postmarked at least 15 calendar days prior to the Public Hearing Date in the Initial Resolution. The Applicant must provide the postmarked Certified Mail receipts to the Road Division at least 7 calendar days before the hearing. Failure to do so will result in cancellation of the hearing.

STEP 5: PUBLISHED NOTICES AND PUBLIC HEARING AND RECORDING
County staff will **publish a Notice of Public Hearing** in a local newspaper of general circulation one time at least two weeks prior to the public hearing date identified in the Initial Resolution.
County staff will prepare a Final Resolution to vacate the public right-of-way or public place and the Road Division will **present the Final Resolution at the Public Hearing**, at which time the County Commission will determine whether or not to approve the vacate.
If the County Commission approves the Final Resolution, County staff will **publish a Notice of Adoption** in a local newspaper of general circulation one time within 30 days after the date of adoption of the Final Resolution.
The Clerk to the County Commission will **record the approved Final Resolution**, together with the proofs of publication of the Notice of Public Hearing and the Notice of Adoption, in the Official Records of the County - thereby completing the vacate process.

NOTICE AND REQUEST FOR REVIEW AND RECOMMENDATION CONCERNING PETITION TO VACATE

PROPERTY OWNER WITHIN 500 FEET OF AREA TO BE VACATED OR UTILITY SERVICE

NAME:	
ADDRESS:	
STATE:	ZIP:
PARCEL#	

You are receiving this Notice because you own property or provide utilities in the vicinity of a public right-of-way or public place that is proposed to be vacated as described in the attached Resolution adopted by the Levy County Board of County Commissioners. If the public interest is vacated, the property will become privately owned.

If you have concerns or objections to this proposed vacate, please either: attend the Public Hearing described in the attached Resolution, and/or return this form with the questions below completed to Alice LaLonde, Levy County Road Division, 620 N. Hathaway Ave, Bronson, FL 32621

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PROPERTY OWNER – WILL THIS VACATE DEPRIVE ANYONE OF ACCESS TO THEIR PROPERTY (CIRCLE ONE): YES OR NO

Do you have any other concerns or objections: _____

_____

_____

_____

UTILITY COMPANY – DO YOU OBJECT TO THE VACATE (CIRCLE ONE): YES OR NO

IF YES, WHY? _____

_____

_____

_____

_____

(attachment: Initial Resolution adopted by the County Commission)

Alice Lalonde

From: Bernard Cox
Sent: Friday, September 19, 2025 8:36 AM
To: Alice Lalonde; Ryan Asmus
Subject: RE: Road Vacate Application

I have no commits.

Bernard (Bo) Cox, III
Building Official
Levy County Development Department
Office: 352-486-5198 Option 1
Fax: 352-486-5246
Email: cox-bernard@levycounty.org
Physical Address: 622 E. Hathaway Ave Bronson, FL 32621
Mailing Address: PO Box 672 Bronson, FL 32621

Under Florida law, emails and email addresses are public records and subject to disclosure upon request. If you do not want your email or email address released in response to a public records request, do not send email to this office. Instead, contact this office by phone.

NOTICE: This message is intended only for the use of the individual(s) or entity to which it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this email in error, please immediately reply to the sender and then delete the email. Thank you.

From: Alice Lalonde <lalonde-alice@levycounty.org>
Sent: Wednesday, September 17, 2025 4:19 PM
To: Bernard Cox <Cox-Bernard@levycounty.org>; Ryan Asmus <asmus-ryan@levycounty.org>
Subject: Road Vacate Application

Good afternoon Bo and Ryan,

Attached is a road vacate application for your review. Please let me know if you have any comments or reply with no comment. From the Road Department's perspective, we have no future plans to develop this easement, and it does not appear to hinder access for anyone. The property located above the easement has access from C40E, and if development were to occur, that is where we would recommend access be provided.

One question I do have- since a staff member has already told the applicant that he would receive the entire right-of-way- is whether the full 60' would go to L1 (the applicant), or if it would instead be split, with 30' going to the applicant and 30' to the adjoining property owner? I've attached a copy of the plat for your review.

Bo- I wasn't sure if you wanted to handle this review directly or if you'd prefer someone in Planning take a look.

Thank you!

Rcvd 9/11/25

Levy County Road Division
620 N Hathaway Ave
Bronson, FL 32621
Tel 352-486-5124
RoadDepartment@levycounty.org
www.levycounty.org
PROJECT# 2025-001

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APPLICANT SIGNATURE: George W Smith Jacqueline L Smith
ADDRESS: 19431 SE 110TH TERRACE
CITY: INGLIS
STATE: FLORIDA ZIP: 34449
PHONE: 352-447-5607
EMAIL: SMITTYS LAWN QUOTES@GMAIL.COM

DESCRIBE (AND ATTACH A MAP OF) THE AREA THAT YOU ARE REQUESTING THE COUNTY VACATE:
Right of Way From Cul de sac To Wood line At Rear 40' R/W Cannon Homesites • N & L1 (PB7 PG7)
WHY ARE YOU REQUESTING THE VACATE: Has been Never used by Public Road was originated For Road of A Home Plan That Never came About - Property of the Right of Way is Plotted To Cannon Home Site. It Closed My Property
DO YOU (OR YOUR CLIENT, IF YOU ARE ACTING AS AN AGENT) OWN PROPERTY ABUTTING THE AREA REQUESTED FOR VACATE: check one ☒ YES ☐ NO If NO, you are not eligible to apply for a vacate If YES, provide the following information for the property you own that abuts the vacate area:
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NOTICE AND REQUEST FOR REVIEW AND RECOMMENDATION CONCERNING PETITION TO VACATE

PROPERTY OWNER WITHIN 500 FEET OF AREA TO BE VACATED OR UTILITY SERVICE

NAME:	
ADDRESS:	
STATE:	ZIP:
PARCEL#	

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Do you have any other concerns or objections: _____

_____

_____

_____

UTILITY COMPANY – DO YOU OBJECT TO THE VACATE (CIRCLE ONE): YES OR NO

IF YES, WHY? _____

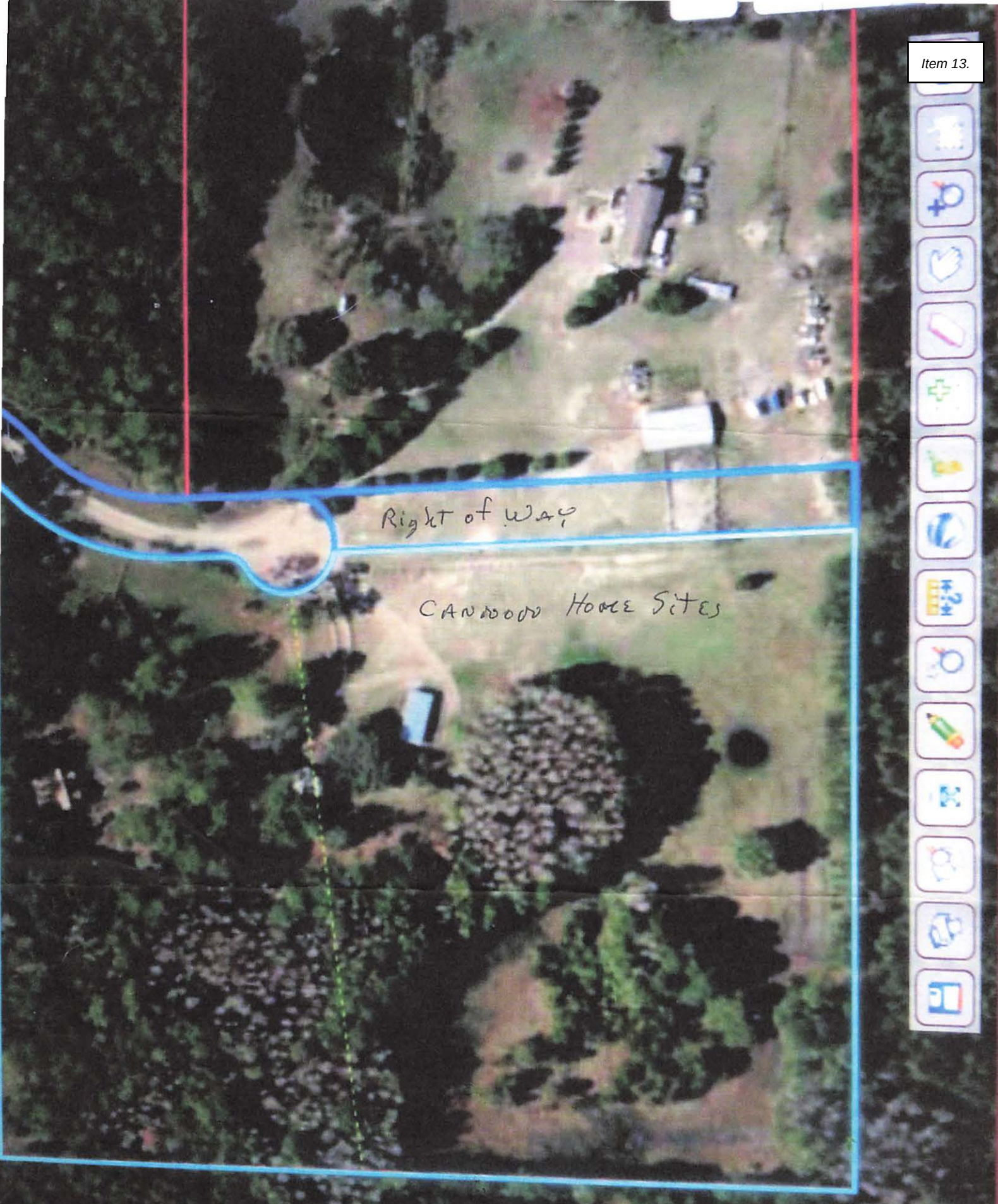
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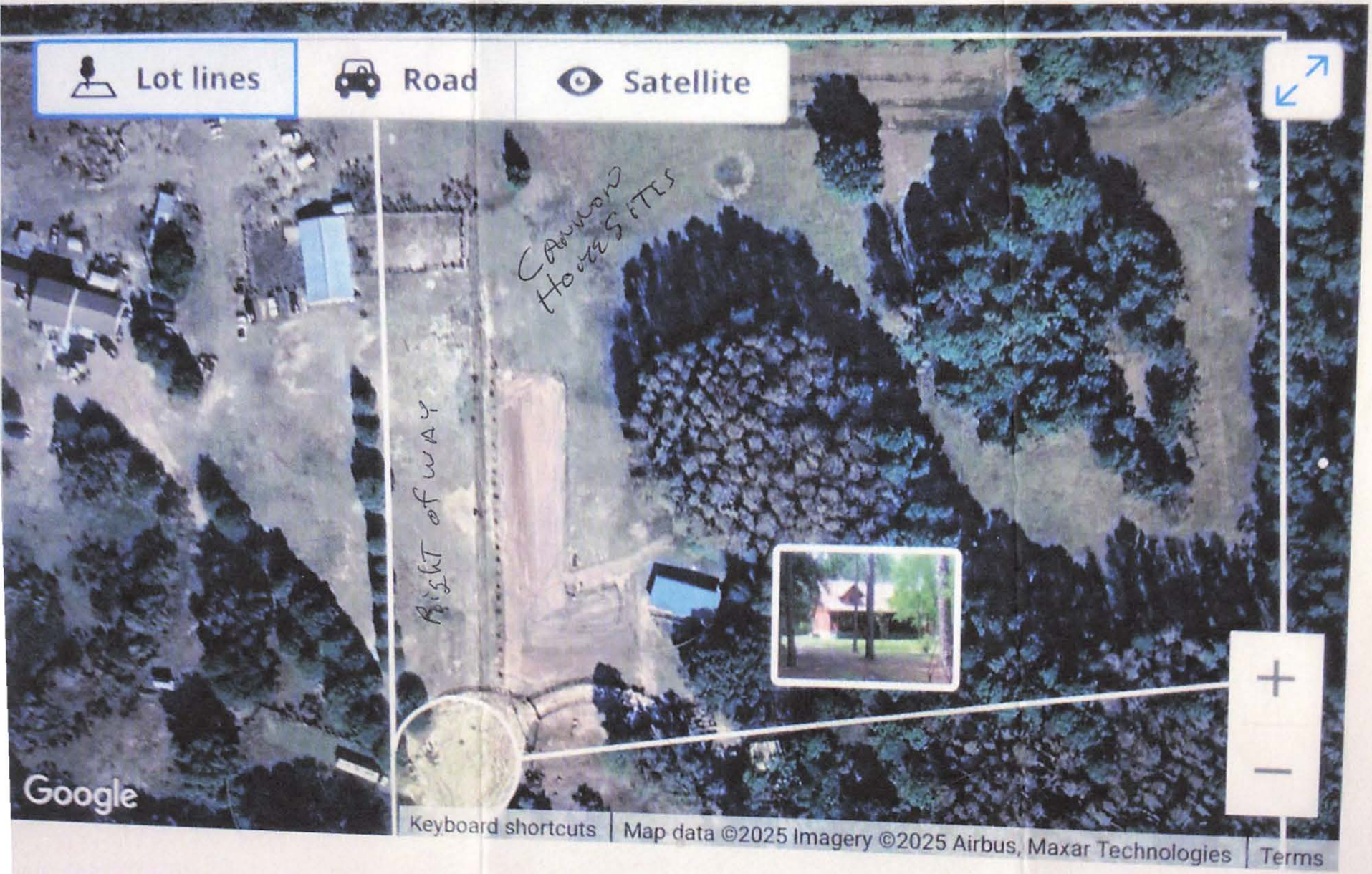
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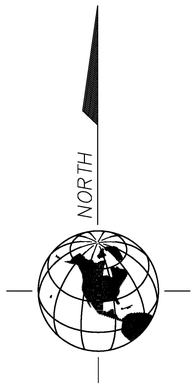
(attachment: Initial Resolution adopted by the County Commission)


Right of Way
CANYON HOME SITES

Neighborhood: 34449



Sponsored by Quantum FIBER



GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

BOUNDARY SURVEY

CERTIFIED TO MEET FLORIDA STANDARDS OF PRACTICE TO:

GEORGE SMITH
JACQUELINE SMITH

DESCRIPTION:

THAT CERTAIN 60 FOOT RIGHT OF WAY LYING WEST OF:

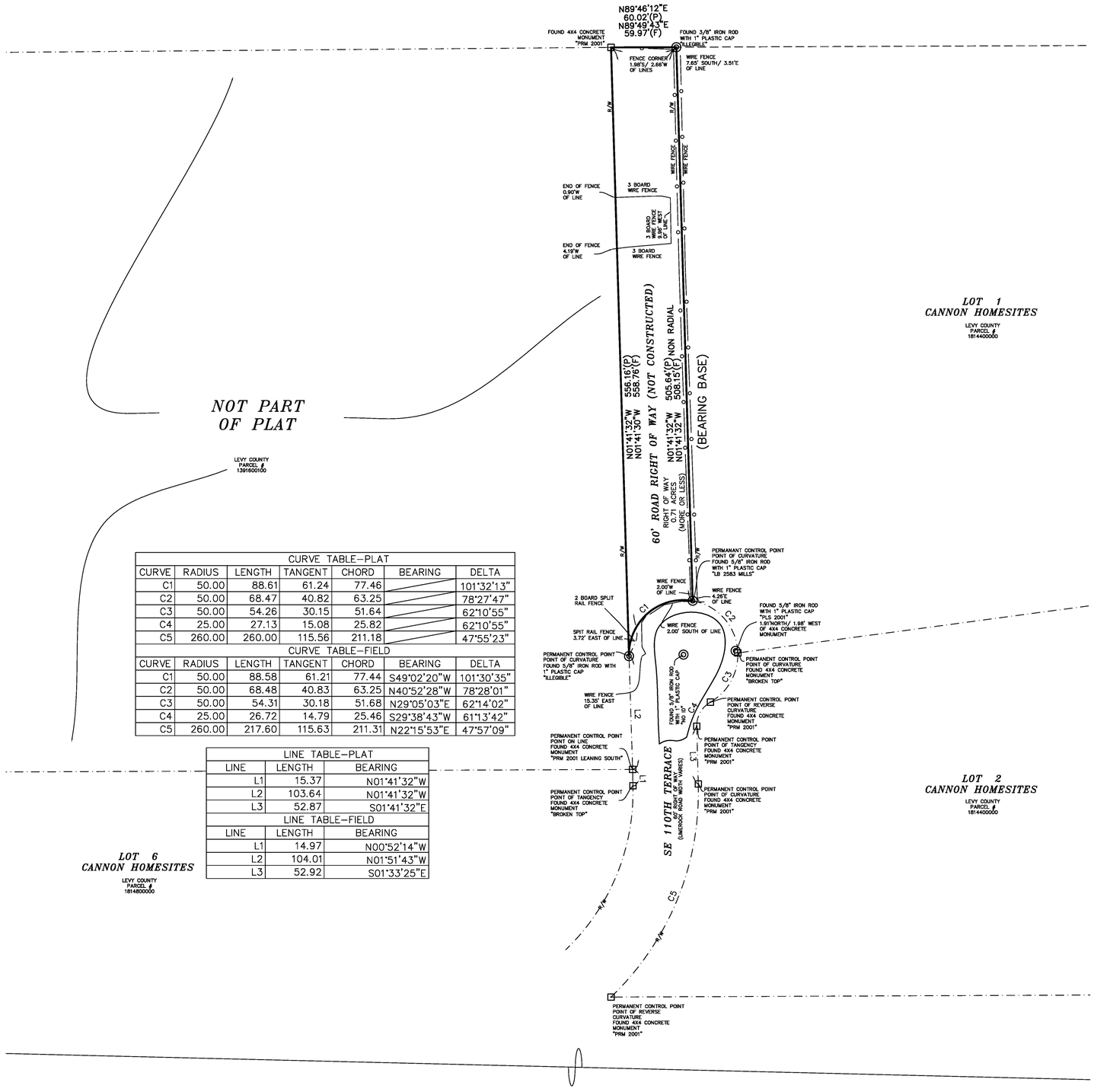
LOTS 1 AND 2, CANNON HOMESITES, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 7, PUBLIC RECORDS OF LEVY COUNTY, FLORIDA.

CONTAINING 0.71 ACRES (MORE OF LESS)

THE UNADJUSTED ERROR OF CLOSURE FOR THIS SURVEY IF 1:48,000.

LEGEND

(P) PLAT	(F) FIELD
(D) DEED	(C) CALCULATED
N NORTH	E EAST
S SOUTH	W WEST
⊡	DENOTES EXISTING 4"X 4" CONCRETE MONUMENT "SEE SKETCH"
◉	DENOTES SET 5/8" REBAR & CAP "P.L.S. 4127"
o	DENOTES EXISTING 5/8" REBAR & CAP "SEE SKETCH"
P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
R/W	RIGHT OF WAY LINE
CONC	CONCRETE
℄	CENTERLINE
⟵	ANCHOR WIRE
☼	UTILITY POLE
—UTILITY—	OVERHEAD UTILITY LINE
~	DENOTES LINE NOT TO SCALE
W WATER METER	T TELEPHONE RISER
W 4" WELL	C CABLE TV
CONCRETE	E ELECTRIC BOX
COVERED AREA	WOOD DECK



CURVE TABLE—PLAT						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	50.00	88.61	61.24	77.46		101°32'13"
C2	50.00	68.47	40.82	63.25		78°27'47"
C3	50.00	54.26	30.15	51.64		62°10'55"
C4	25.00	27.13	15.08	25.82		62°10'55"
C5	260.00	260.00	115.56	211.18		47°55'23"
CURVE TABLE—FIELD						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	50.00	88.58	61.21	77.44	S49°02'20"W	101°30'35"
C2	50.00	68.48	40.83	63.25	N40°52'28"W	78°28'01"
C3	50.00	54.31	30.18	51.68	N29°05'03"E	62°14'02"
C4	25.00	26.72	14.79	25.46	S29°38'43"W	61°13'42"
C5	260.00	217.60	115.63	211.31	N22°15'53"E	47°57'09"

LINE TABLE—PLAT		
LINE	LENGTH	BEARING
L1	15.37	N01°41'32"W
L2	103.64	N01°41'32"W
L3	52.87	S01°41'32"E
LINE TABLE—FIELD		
LINE	LENGTH	BEARING
L1	14.97	N00°52'14"W
L2	104.01	N01°51'43"W
L3	52.92	S01°33'25"E

I hereby certify that this Survey of the property described hereon, as recently surveyed and described under my supervision, complies with the standards of practice as set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17, Florida Administrative Code Pursuant to 472.027, Florida Statutes.

10/15/2025
SIGNATURE DATE
Martin L. Williams
Florida Registered Land Surveyor
Florida Registration Number 4127

NOT VALID UNLESS SIGNED, AND STAMPED WITH EMBOSSED SEAL.

PROJECT INFORMATION

DRAWING FILE NAME	25-138
SCALE	1" = 50'
JOB NO:	25-138
FIELD BOOK NO.	102
FIELD WORK	T.C.
DATE COMPLETED	09-15-2025
DRAWN BY	J.C.
REVISION DATE	---
PREVIOUS JOB NUMBER	---
PREVIOUS SURVEY DATE	---

GENERAL NOTES AND REPORT

1. BEARINGS BASED ON THE EAST RIGHT OF WAY LINE OF THE (NOT CONSTRUCTED) 60' ROAD RIGHT OF WAY AS SHOWN HEREON AND MONUMENTED AS SHOWN HEREON.
2. ALL UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS WERE NOT LOCATED BY THIS SURVEY.
3. DESCRIPTION FURNISHED BY THE CLIENT.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS SURVEYOR FOR EASEMENTS, RIGHTS OF WAY OR OWNERSHIP RECORDS.
5. THIS SKETCH IS NOT VALID UNLESS SIGNED BY THE SURVEYOR IN RESPONSIBLE CHARGE AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
6. NO ONE OTHER THAN THE ENTITIES NAMED HEREON SHOULD RELY ON THIS SURVEY.
7. THE CERTIFICATION AS SHOWN HEREON DOES NOT TAKE INTO CONSIDERATION ANY ADDITIONAL FACTS THAT AN ACCURATE AND CORRECT TITLE SEARCH AND / OR EXAMINATION MIGHT DISCLOSE, INCLUDING, BUT NOT LIMITED TO, DESCRIPTIONS CONTAINED IN DEEDS FOR ADJACENT PROPERTIES.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. OFFSETS AS SHOWN HEREON ARE PERPENDICULAR FROM BUILDING TO PROPERTY BOUNDARIES AND SHOULD NOT BE USED TO RE-ESTABLISH SAID BOUNDARIES.

WILLIAMS SURVEYING, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
7951 S.E. 196th Avenue
Morriston, Florida 32668
Phone (352) 465-0367
State Certificate No. 0006619

Contact Mailing List within 500 feet of SE 110 TER. Proposed Road Closer

Section 34, Township 16, Range 17

Owner Name	White Rhonda L 50% White Winnie B 50%
Mailing Address	19350 SE 110TH TER INGLIS, FL 34449

Owner Name	Singer Anntoinette M 100%
Mailing Address	19470 SE 110TH TER INGLIS, FL 34449

Owner Name	Henley William J 100% Henley Christine A 100%
Mailing Address	19451 SE 110TH TER INGLIS, FL 34449

Owner Name	Lybass Oregon E -Trustee 0% Oregon E Lybass Living Trust 100%
Mailing Address	1409 WINDSOR PL JACKSONVILLE, FL 3220

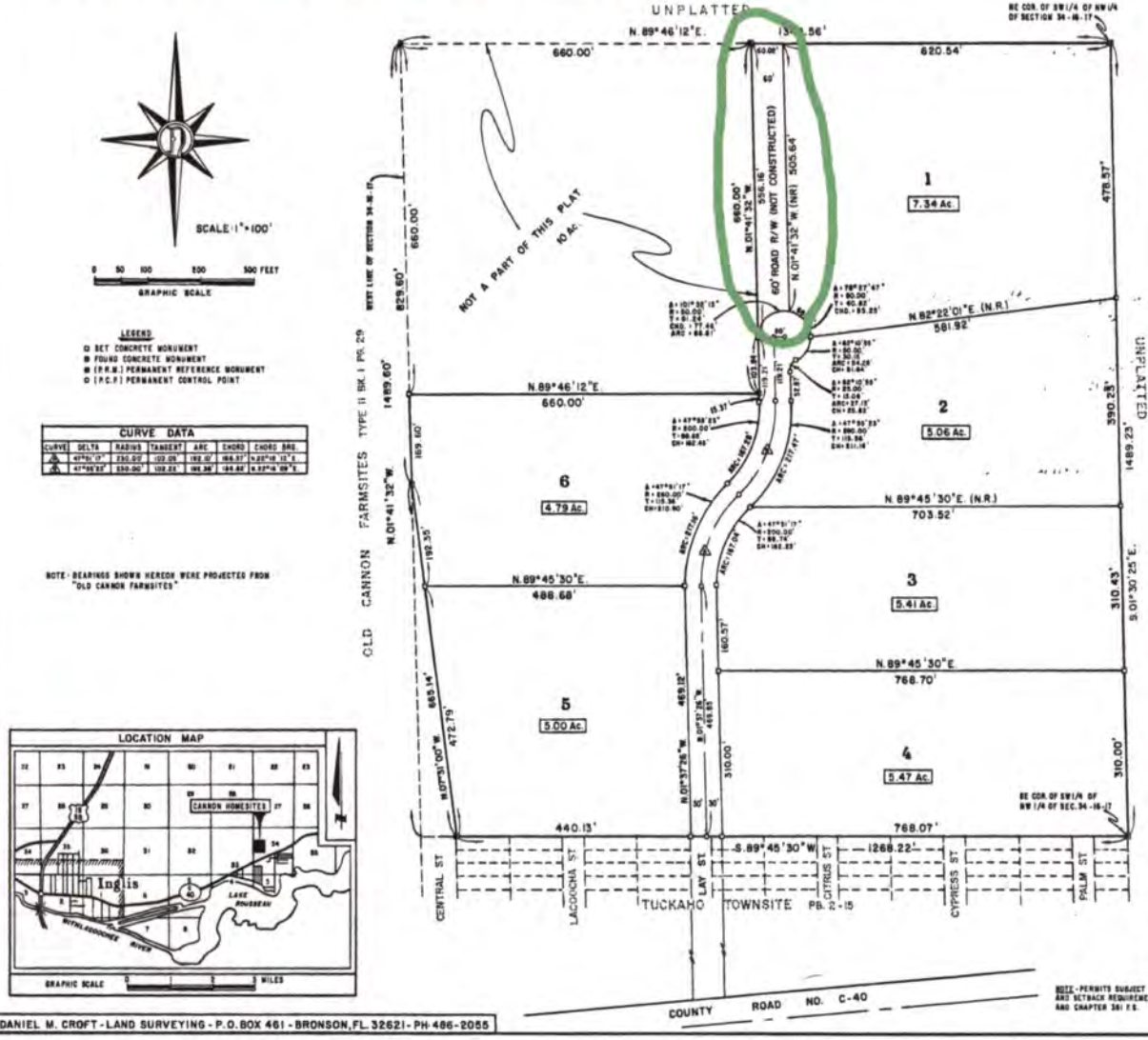
Owner Name	Smith George W 100% Smith Jacqueline L 100%
Mailing Address	19431 SE 110TH TER INGLIS, FL 34449

CANNON HOMESITES

PLAT BOOK 7 PAGE 7

IN SECTION 34, TOWNSHIP 16 SOUTH, RANGE 17 EAST - LEVY COUNTY, FLORIDA

Proposed Road Closer in Green Circle



SCALE: 1"=100'

0 50 100 200 300 FEET
GRAPHIC SCALE

LEGEND
- ⊙ SET CONCRETE MONUMENT
- ● FOUND CONCRETE MONUMENT
- ⊛ (P.R.M.) PERMANENT REFERENCE MONUMENT
- ○ (P.C.P.) PERMANENT CONTROL POINT

CURVE DATA

CURVE	DELTA	RADIUS	TANGENT	ARC	CHORD	CHORD BRG.
Δ	47°50'17"	230.00'	103.09'	192.02'	186.37'	N.25°18'13"E.
Δ	47°50'23"	230.00'	103.23'	192.08'	186.44'	N.73°18'09"E.

NOTE - BEARINGS SHOWN HEREON WERE PROJECTED FROM "OLD CANNON FARMSITES"

DESCRIPTION - A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 16 SOUTH, RANGE 17 EAST - LEVY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34-16-17; THENCE RUN S.89°46'30" W. ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 1268.22 FEET TO AN INTERSECTION WITH A NORTHERLY PROJECTION OF THE EAST RIGHT-OF-WAY LINE OF CENTRAL STREET AS SHOWN ON THE PLAT OF "TOWNSITE OF TUCKAHO, FLORIDA" SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 15 OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA; THENCE N.01°31'00"W. 945.14 FEET TO THE WEST LINE OF SECTION 34; THENCE N.01°41'32" W. 169.60 FEET; THENCE N.89°46' 12"E. 660.00 FEET; THENCE N.01°41'32" W. 660.00 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE N. 89°46'12"E., 660.36 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST OF THE NORTHWEST 1/4; THENCE S.01° 30'25"E. 1489.23 FEET TO CLOSE ON THE POINT OF BEGINNING. CONTAINING 35.23 ACRES.

DEDICATION AND ADOPTION - I, GEORGE E. STEELE, JR. DO HEREBY CERTIFY THAT I AM THE LAWFUL OWNER OF THE ABOVE DESCRIBED LANDS AND HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AND THAT THIS PLAT MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LANDS, AND THAT ALL STREETS AND EASEMENTS AS SHOWN HEREON ARE DEDICATED TO THE PUBLIC FOREVER.
IN WITNESS HEREOF, SIGNED THIS 2nd DAY OF DEC. 1983.

Edward J. Wilson — WITNESS — Kitty Adams — WITNESS — George E. Steele, Jr. — GEORGE E. STEELE, JR.

STATE OF FLORIDA - COUNTY OF LEVY — I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, GEORGE E. STEELE, JR., TO ME WELL KNOWN TO BE THE PERSON HEREIN DESCRIBED, AND WHO EXECUTED THE FOREGOING DEDICATION AND ADOPTION AND ACKNOWLEDGED TO AND BEFORE ME HE EXECUTED THE SAME FOR THE USES AND PURPOSES THEREIN EXPRESSED.
WITNESS MY HAND OFFICIAL SEAL THIS 2nd DAY OF DEC. 1983.

2-7-1987 — MY COMMISSION EXPIRES — Archie G. Elland — NOTARY PUBLIC - STATE OF FLORIDA

MORTGAGEE APPROVAL - KNOW ALL MEN BY THESE PRESENTS THAT WE, CITIZENS FIRST NATIONAL BANK OF CITRUS COUNTY, HOLDERS OF THOSE CERTAIN MORTGAGES RECORDED IN OFFICIAL RECORDS BOOK 157, PAGE 382 AND OFFICIAL RECORDS BOOK 157, PAGE 365 OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA DO HEREBY CONSENT AND AGREE TO THE PLATTING OF THE LANDS DESCRIBED HEREON, TO BE KNOWN AS "CANNON HOMESITES", AND TO THE DEDICATION SHOWN HEREON FOR THE USES AND PURPOSES THEREIN EXPRESSED; AND FURTHER SHOULD IT BECOME NECESSARY TO FORECLOSE THOSE CERTAIN MORTGAGES COVERING SAID LANDS, THAT ALL PIECES AND PARCELS DEDICATED TO THE PUBLIC WILL BE EXCLUDED FROM SAID SUIT AND THE DEDICATION REMAIN IN FULL FORCE AND EFFECT.

12/5/83 — DATE — Emmy Sutherland — WITNESS — Angie K. Garris — WITNESS — Val G. Combs — OFFICER - CITIZENS FIRST NAT'L BANK OF CITRUS COUNTY

STATE OF FLORIDA - COUNTY OF CITRUS — I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, VAL G. COMBS AN OFFICER OF CITIZENS FIRST NATIONAL BANK OF CITRUS COUNTY, TO ME WELL KNOWN TO BE THE PERSON HEREON DESCRIBED AND WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED TO AND BEFORE HE EXECUTED THE SAME FOR THE USES AND PURPOSES THEREIN EXPRESSED.
WITNESS BY HAND AND OFFICIAL SEAL THIS 5th DAY OF December 1983.

3/6/87 — MY COMMISSION EXPIRES — Angie K. Garris — NOTARY PUBLIC - STATE OF FLORIDA

SURVEYOR'S CERTIFICATE - THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT (P.R.M.s) PERMANENT REFERENCE MONUMENTS AND (P.C.P.s) PERMANENT CONTROL POINTS HAVE BEEN PLACED AS REQUIRED BY LAW, AND FURTHER THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177 - FLORIDA STATUTES.

12-6-83 — DATE — D. M. Croft — DANIEL M. CROFT - REG. LAND SURVEYOR

CERTIFICATE OF APPROVAL FOR LEVY COUNTY, FLORIDA - WE, THE UNDERSIGNED DO HEREBY CERTIFY THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF LEVY COUNTY'S ORDINANCES AND REGULATIONS AS FOLLOWS:

PLANNING, ZONING, AND OTHER COUNTY SERVICE REQUIREMENTS NOT LISTED	8/1/83 DATE	LEVY COUNTY PLANNING COMMISSION
WATER AND SEWER REQUIREMENTS (SEE NOTE BELOW)	8/31/84 DATE	LEVY COUNTY HEALTH DEPARTMENT
ROAD REQUIREMENTS	8-31-84 DATE	LEVY COUNTY ROAD DEPARTMENT
PROPERTY APPRAISER	6-1-84 DATE	LEVY COUNTY PROPERTY APPRAISER
FORM AND LEGALITY	6-5-84 DATE	LEVY COUNTY ATTORNEY
LEVY COUNTY COMMISSION	6-5-84 DATE	CHAIRMAN - BOARD OF COUNTY COMMISSIONERS

CLERK OF COURT CERTIFICATE - THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK 7 PAGE 7 OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA THIS 28 DAY OF August 1984.

Douglas A. McT... — CLERK OF COURT — Patty Griffis — DEPUTY CLERK

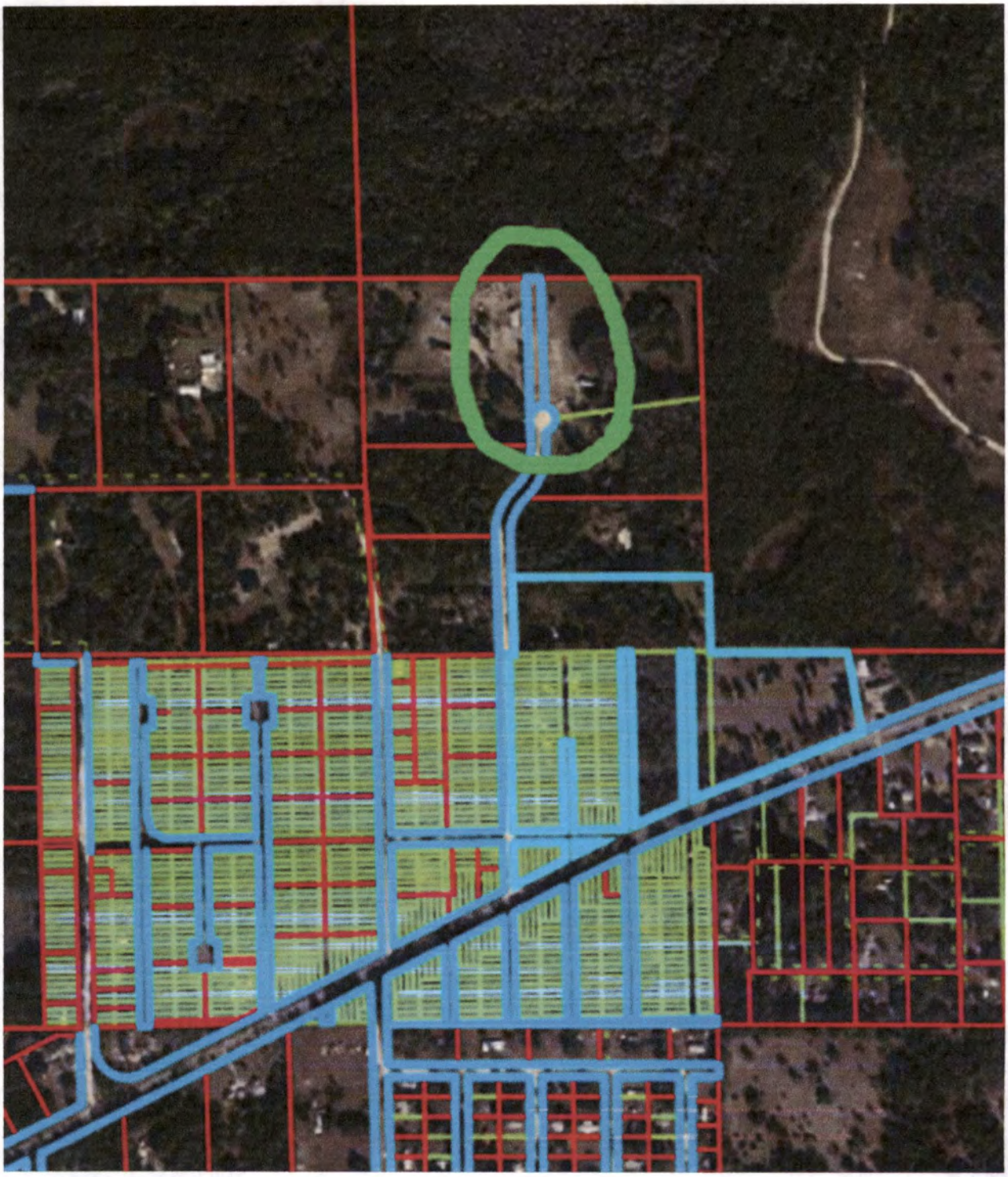
NOTE - PERMITS SUBJECT TO WATERTABLE ELEVATION AND SETBACK REQUIREMENTS OF CHAPTER 10D-6 F.A.C. AND CHAPTER 381 F.S.

DANIEL M. CROFT - LAND SURVEYING - P.O. BOX 461 - BRONSON, FL. 32621 - PH 486-2055

Restrictions OR 339/644, 670 filed: 5-22-1987

7-7

Ariel View of SE 110 TER Proposed Road Closer from cul-de-sac heading North, to Dead End of Roadway



Properties within 500 feet from any point of SE 110 TER.

Levy County, FL





Legend

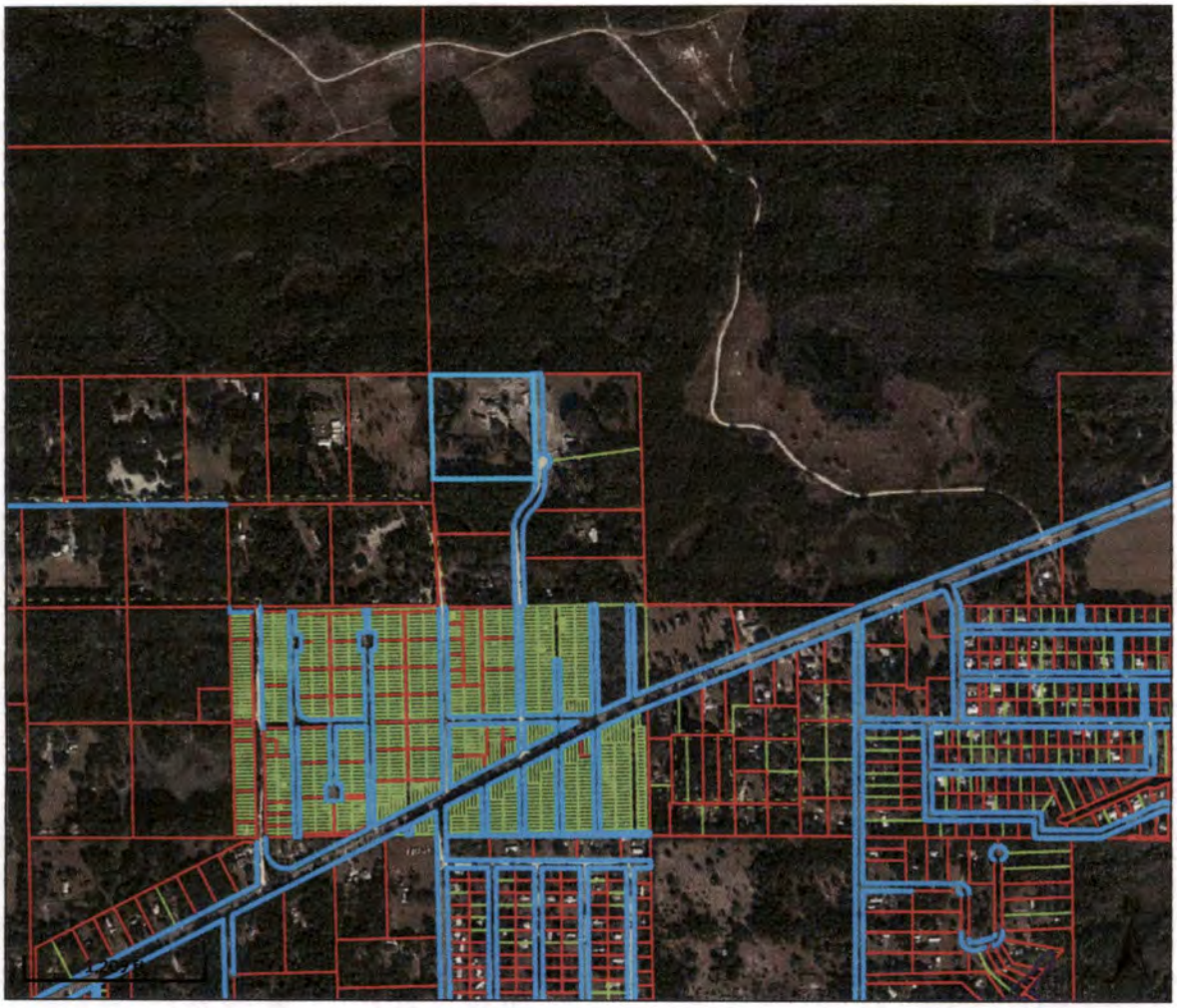
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- Construction
- Easement
- Lot
- Miscellaneous
- Parcel
- Private Road
- Road Right of Way
- Subdivision
- Water
- <all other values>
- Roads
- City Labels

Parcel ID	1814400000	**Physical Address**	19431 SE 110 TER INGLIS	**Building Value**	$254,597	**Last 2 Sales**			
Property Use	6900 - ORN/MISC AGRI	**Mailing Address**	SMITH GEORGE W 19431 SE 110TH TER INGLIS FL 34449	**Extra Feature Value**	$30,903	**Date**	**Price**	**Reason**	**Qual**
Taxing District	SW FLORIDA WT MG			**Market Land Value**	$113,844	10/11/2018	$15500	11	U
Acres	12.4			**Ag Land Value**	$9,805	3/23/2011	$168100	01	Q
				Just Value	$399,344				
				Assessed Value	$159,832				
				Taxable Value	$0				

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Levy County, FL





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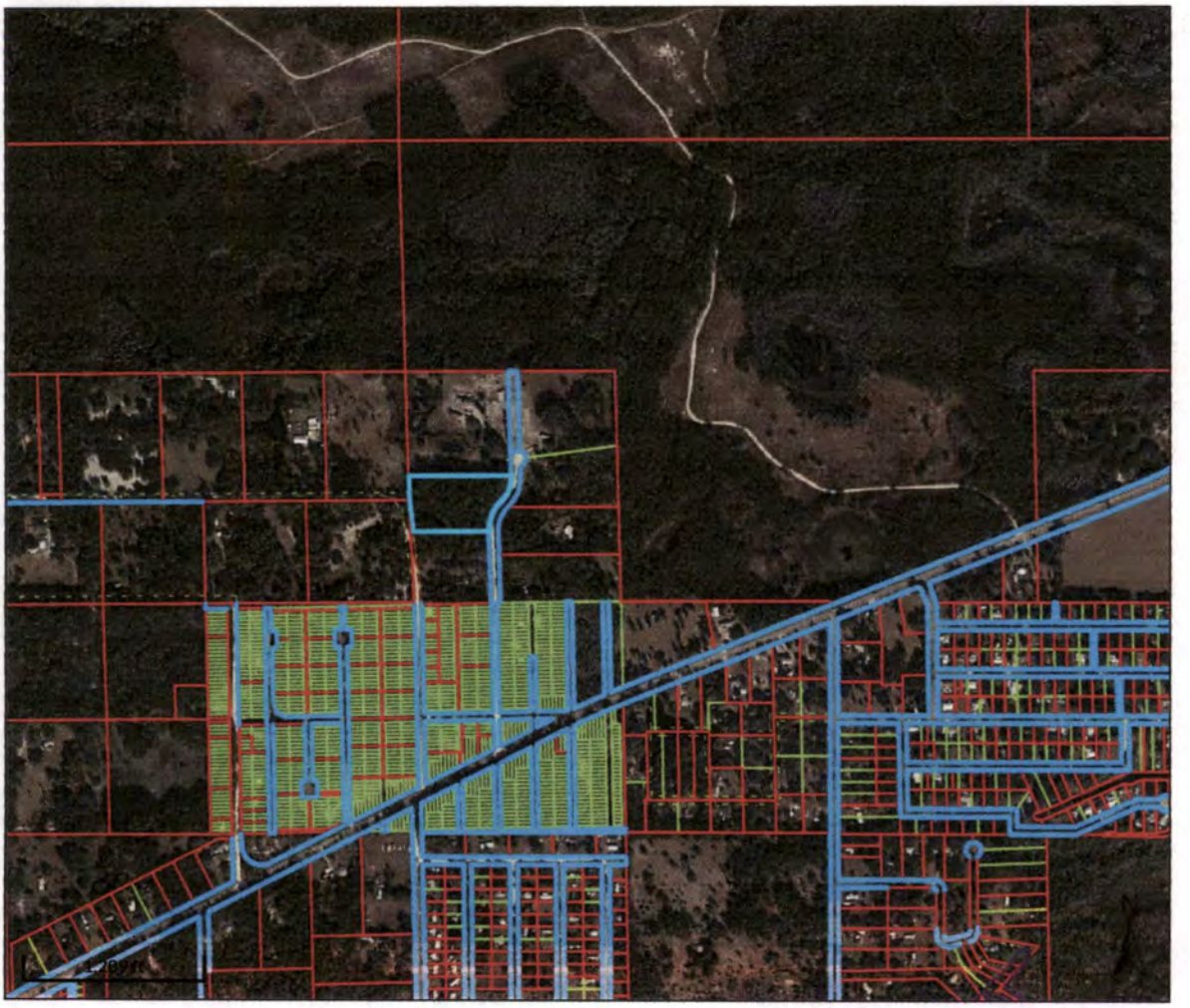
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- Easement
- Lot
- Miscellaneous
- Parcel
- Private Road
- Road Right of Way
- Subdivision
- Water
- <all other values>
- **Roads**
- **City Labels**

Parcel ID	0391600100	**Physical Address**	19350 SE 110 TER INGLIS	**Building Value**	$285,704	**Last 2 Sales**			
Property Use	0100 - SINGLE FAMILY R	**Mailing Address**	WHITE RHONDA L 19350 SE 110TH TER INGLIS FL 34449	**Extra Feature Value**	$23,546	**Date**	**Price**	**Reason**	**Qual**
Taxing District	SW FLORIDA WT MG			**Market Land Value**	$94,600	5/2/2011	$177000	01	Q
				Ag Land Value	$94,600	n/a	0	n/a	n/a
Acres	10.0			**Just Value**	$403,850				
				Assessed Value	$262,151				
				Taxable Value	$210,740				

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Levy County, FL





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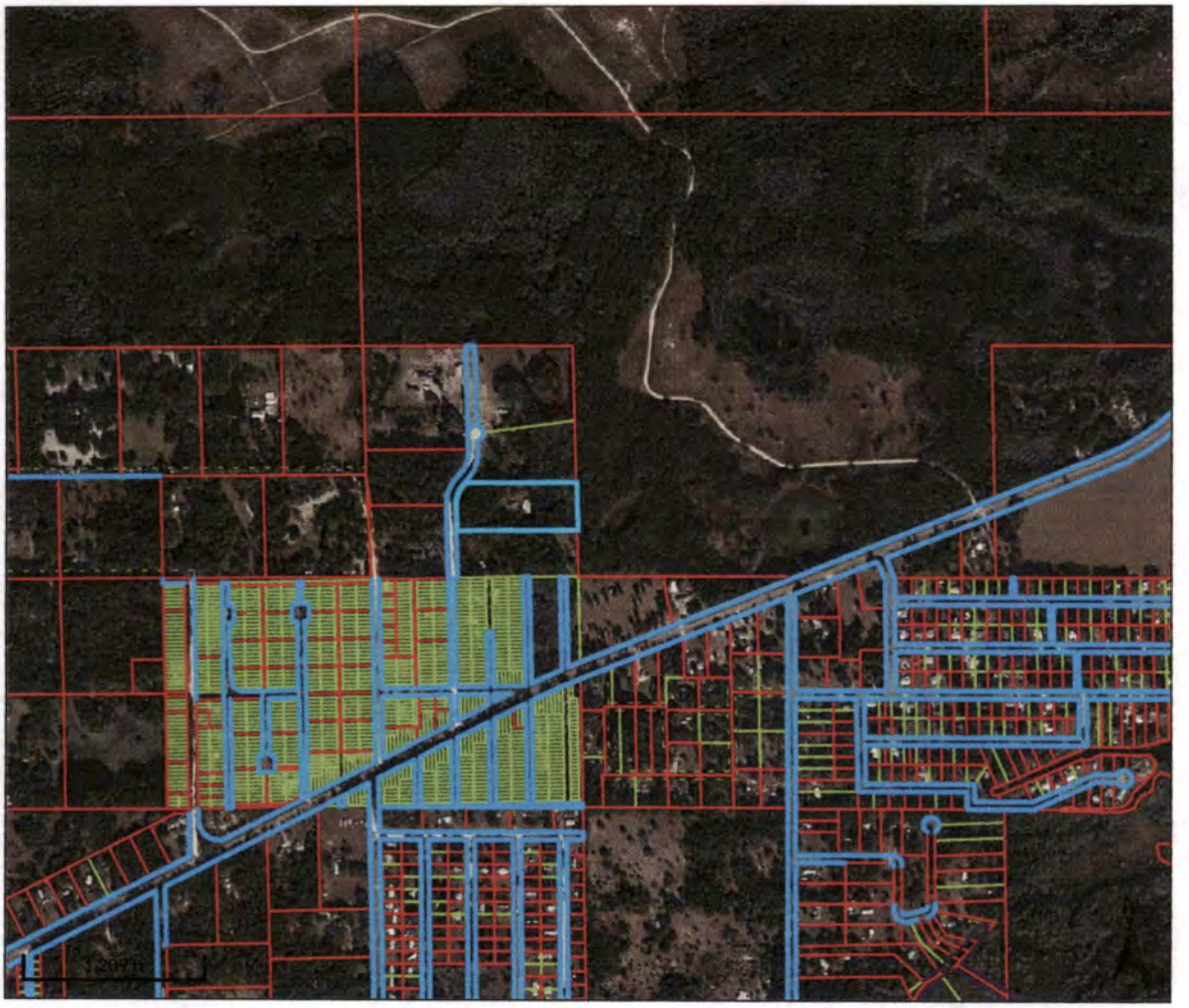
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  - Construction
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  - Lot
  - Miscellaneous
  - Parcel
  - Private Road
  - Road Right of Way
  - Subdivision
  - Water
  - <all other values>
- Roads
- City Labels

Parcel ID	1814800000	**Physical Address**		**Building Value**	$0	**Last 2 Sales**			
Property Use	0000 - VACANT			**Extra Feature Value**	$0	**Date**	**Price**	**Reason**	**Qual**
Taxing District	SW FLORIDA WT MG	**Mailing Address**	SINGER ANNTOINETTE M 19470 SE 110TH TER INGLIS FL 34449			7/21/1987	$17800	n/a	Q
Acres	4.79			**Market Land Value**	$48,403	n/a	0	n/a	n/a
				Ag Land Value	$48,403				
				Just Value	$48,403				
				Assessed Value	$40,609				
				Taxable Value	$40,609				

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Levy County, FL





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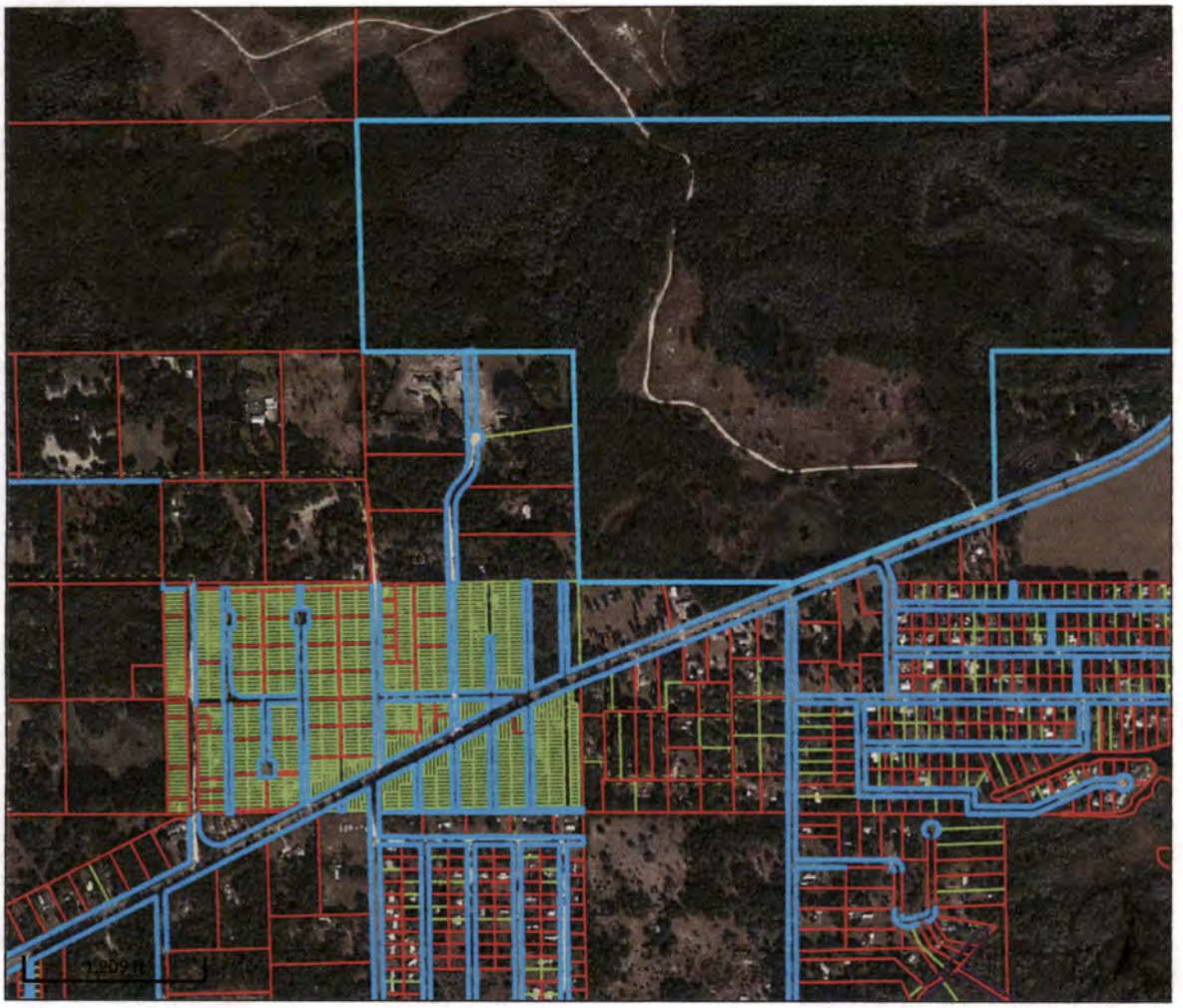
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- <all other values>
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- City Labels

Parcel ID	1814500000	**Physical Address**	19451 SE 110 TER INGLIS	**Building Value**	$182,074	**Last 2 Sales**			
Property Use	0100 - SINGLE FAMILY R			**Extra Feature Value**	$21,927	**Date**	**Price**	**Reason**	**Qual**
Taxing District	SW FLORIDA WT MG	**Mailing Address**	HENLEY WILLIAM J 19451 SE 110TH TER INGLIS FL 34449			4/1/2003	$117500	n/a	Q
				Market Land Value	$51,179	n/a	0	n/a	n/a
Acres	5.41			**Ag Land Value**	$51,179				
				Just Value	$255,180				
				Assessed Value	$131,822				
				Taxable Value	$80,411				

Date created: 9/30/2026
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Levy County, FL



Overview



Legend

- Parcels
- Parcel Lines
- Construction
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Parcel ID	0391500000	**Physical Address**	
Property Use	5600 - TMBR 3		
Taxing District	SW FLORIDA WT MG	**Mailing Address**	LYBASS OREGON E - TRUSTEE 1409 WINDSOR PL JACKSONVILLE FL 32205
Acres	265.0		

Building Value	$0
Extra Feature Value	$0
Market Land Value	$675,750
Ag Land Value	$38,630
Just Value	$675,750
Assessed Value	$38,630
Taxable Value	$38,630

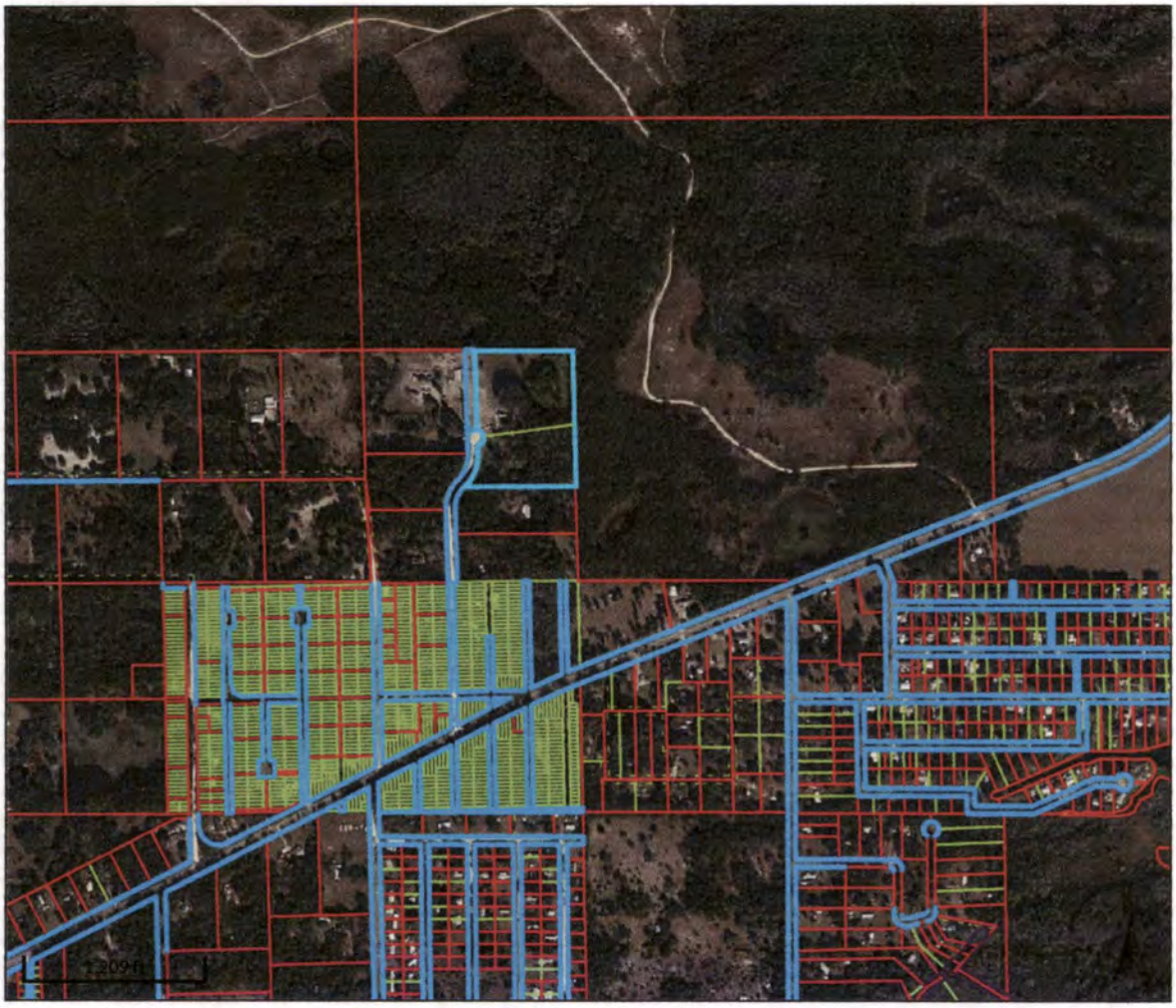
Last 2 Sales

Date	Price	Reason	Qual
9/24/2021	$2927914	05	U
12/1/1999	$1192000	01	U

Date created: 9/30/2026
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Levy County, FL





Legend

- Parcels
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Parcel ID	1814400000	**Physical Address**	19431 SE 110 TER INGLIS	**Building Value**	$254,597	**Last 2 Sales**			
Property Use	6900 - ORN/MISC AGRI	**Mailing Address**	SMITH GEORGE W 19431 SE 110TH TER INGLIS FL 34449	**Extra Feature Value**	$30,903	**Date**	**Price**	**Reason**	**Qual**
Taxing District	SW FLORIDA WT MG			**Market Land Value**	$113,844	10/11/2018	$15500	11	U
Acres	12.4			**Ag Land Value**	$9,805	3/23/2011	$168100	01	Q
				Just Value	$399,344				
				Assessed Value	$159,832				
				Taxable Value	$0				

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RESOLUTION NUMBER 2026-59

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, SETTING A PUBLIC HEARING DATE TO CONSIDER THE APPLICATION FOR CLOSURE AND ABANDONMENT OF AN UNDEVELOPED PORTION OF RIGHT-OF-WAY KNOWN AS SE 110 TERRACE, LOCATED IN THE CANNON HOMESITES PLAT RECORDED IN PLAT BOOK 7 PAGE 7 OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA; DIRECTING PUBLISHED NOTICE OF SAID PUBLIC HEARING.

WHEREAS, Levy County has received an application to vacate public right-of-way (Project No. 2025-001) submitted by property owners George and Jacqueline Smith (the "Applicants"), owners of the property located at 19431 SE 110 Terrace, which is adjacent to the subject right-of-way.

WHEREAS, the Applicants have requested that the County close, vacate, and abandon a portion of an undeveloped public road right-of-way located in Levy County, Florida, known as SE 110 Terrace within the Cannon Homesites Plat, as recorded in Plat Book 7, Page 7, of the Public Records of Levy County, Florida, and more particularly described and depicted in **Exhibit "A"** attached hereto and incorporated herein (the "Roadway").

WHEREAS, in accordance with Section 2-309 of the Levy County Code of Ordinances and Section 336.09, Florida Statutes, the Board of County Commissioners of Levy County, Florida (the "Board") adopts this Resolution for the purpose of setting a public hearing to consider the advisability of this request.

WHEREAS, the Applicants have represented to the Board that the closing and abandonment of the Roadway will not adversely affect the ownership or right of convenient access of any property owner in the immediate area.

NOW, THEREFORE, BE IT RESOLVED by the Board that a public hearing on the proposed closing and abandonment of the Roadway be scheduled for November 17, 2026 at 9:00 am, or as soon thereafter as it may be heard, and that legal notice of said hearing be published in accordance with Section 2-309 of the Levy County Code of Ordinances and Section 336.10, Florida Statutes.

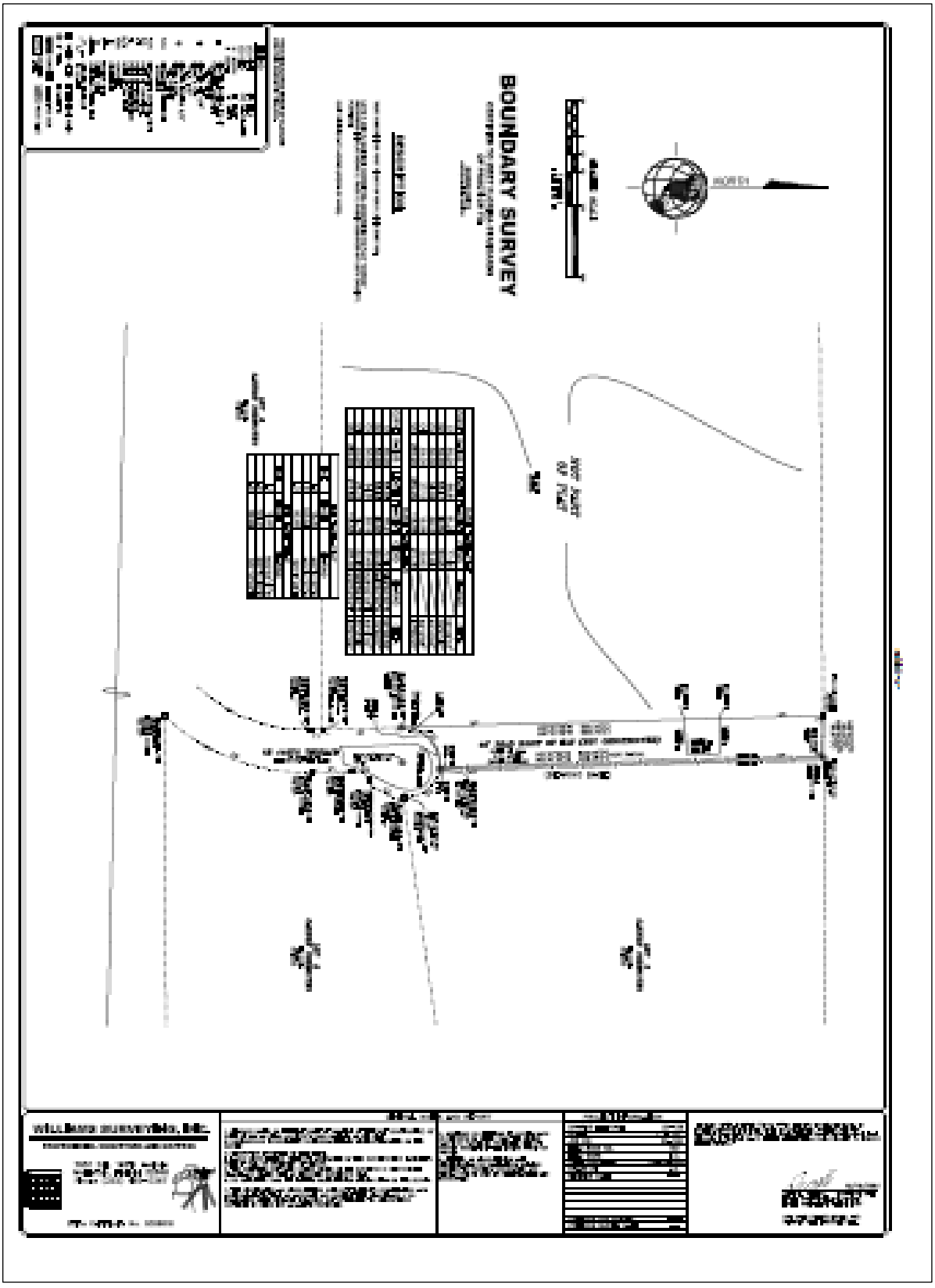
PASSED AND DULY ADOPTED on October 20, 2026.

[Signatures on next page]

ATTEST: Clerk of the Circuit Court and Ex Officio Clerk to the Board _____ Matt Brooks, Clerk of Courts	BOARD OF COUNTY COMMISSIONERS LEVY COUNTY, FLORIDA _____ Tim Hodge, Chair
	Approved as to form and legal sufficiency _____ GrayRobinson, P.A., Interim County Attorney

Exhibit "A"

Portion of Roadway to be Vacated



Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Matt Brooks
2. **Department:** Clerk of Court
3. **Meeting Date:** Tuesday, October 20, 2026
4. **Requested Action:**
   Approve September 2026 Minutes

5. **Cost & Funding Source:**

N/A

6. **Justification of Request:**

N/A

310 School Street, Suite 112, Bronson Florida 32621
Telephone (352) 486-5218 Fax (352) 486-5167
E-mail: levybocc@levycounty.org Website: www.levycounty.org

REGULAR MEETING

LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

September 8, 2026

The regular meeting of the Board of County Commissioners was held on September 8, 2026 at 6:00 P.M. in the BoCC meeting room at the Levy County Government Center.

CALL TO ORDER: Chairman Tim Hodge called the meeting to order at 6:00 P.M.

INVOCATION: Given by Comm. Hiers

PLEDGE OF ALLEGIANCE: Led by Comm. Kennedy

ROLL CALL:

COMMISSIONERS PRESENT:

District 1: Vice Chairman Charlie Kennedy
District 2: Comm. Rock Meeks
District 4: Chairman Tim Hodge
District 5: Comm. Johnny Hiers

COMMISSIONERS NOT PRESENT:

District 3: Comm. Desiree Mills

ALSO PRESENT:

County Manager, Mary-Ellen Harper

County Attorney, (Constangy, Brooks, Smith & Prophete LLP)

APPROVAL OF AGENDA:

- **Amendments: Move item 4 to item 3**

  Add item 3A

  Add item 5A

  Flip items 6 & 7

- **Action Taken:**
  - Motion Comm. Kennedy motion to approve
  - Second Comm. Meeks
- **Vote Outcome** 4-0 motion passes

RECOGNIZE ELECTED OFFICIALS: None

PUBLIC COMMENTS:

Shawn Wolford (Bronson) – Expressed issue with his temp power pole being denied inspection. Mr. Wolford exercised his 3 minutes, additional 3 minutes was donated by another citizen. Mr. Wolford demanded his issue be resolved immediately. Mr. Wolford was instructed by the Chair to take a seat after his time was up. He refused to comply with meeting rules which resulted in him being removed from the meeting by the Levy County Sheriff's Office.

Linda Cooper (Williston) – Expressed concern with how Mr. Wolford was handled.

Renate Cannon (Chiefland) – Can and how do citizens get issues put on the agenda?

BUSINESS OR INFORMATIONAL ITEMS:

1. Approve Resolution Number 2026-33: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, AMENDING THE FINAL BUDGET FOR FISCAL YEAR 2025-2026 IN THE AMOUNT OF $274,835 DUE TO RECEIPT OF ADDITIONAL REVENUE FROM MISCELLANEOUS SOURCES; AND PROVIDING AN EFFECTIVE DATE. (*Audio 19:18)*

- **Presenter:** LEVY COUNTY SHERIFF'S OFFICE – Tammy Meadows, Finance Director
- **Discussion:** Additional revenue of grant reimbursements, auto insurance claims, workers comp reimbursements, overtime and other reimbursements.
- **Action Taken:**
  - Motion — Comm. Meeks motion to approve
  - Second — Comm. Kennedy
- **Vote Outcome** — 4-0 motion passes

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2. Approve and authorize the Chair to sign the State-Funded Agreement for Support for Fiscally Constrained Counties' Public Safety Answering Points (PSAPs), Agreement No. DMS-P3-26-07-05. (*Audio 20:49)*

- **Presenter:** LEVY COUNTY SHERIFF'S OFFICE – Erica Lesher, Dispatch
- **Discussion:** The agreement provides $99,739.69 in state funding from the Florida Department of Management Services (DMS). Approval will also recognize the associated grant revenue.
- **Action Taken:**
  - Motion — Comm. Hiers motion to approve
  - Second — Comm. Meeks
- **Vote Outcome** — 4-0 motion passes

ORIGINAL AGENDA ITEM 4

3. Approve ORDINANCE NUMBER 2026-05: AN ORDINANCE OF LEVY COUNTY, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM WITHIN THE UNINCORPORATED AREA OF LEVY COUNTY ON THE SUBMISSION, ACCEPTANCE, PROCESSING, REVIEW, APPROVAL, OR ISSUANCE OF APPLICATIONS AND COUNTY APPROVALS FOR DATA CENTERS, LARGE-SCALE DATA CENTERS, LARGE LOAD CUSTOMER FACILITIES, AND ASSOCIATED FACILITIES; DIRECTING COUNTY STAFF TO STUDY AND PREPARE PROPOSED REGULATORY AMENDMENTS ADDRESSING SUCH FACILITIES; PROVIDING FOR APPLICABILITY, EXCEPTIONS, DURATION, ENFORCEMENT, SEVERABILITY, NONCODIFICATION, AND AN EFFECTIVE DATE. *(Audio21:37)*

- **Presenter:** LEVY COUNTY DEVELOPMENT – Bernard "Bo" Cox, Building Official
- **Discussion:**
- **Action Taken:**
  - Motion — Comm. Hiers motion to approve
  - Second — Comm. Kennedy
- **Vote Outcome** — 4-0 motion passes

ORIGINAL AGENDA ITEM 3

4. Approve **PETITION NO. SE 26-01**: A request by Kirby Family Farm for a Special Exception pursuant to Policy 3.7(c) in the Future Land Use Element of the Levy County Comprehensive Plan to allow a Civic/Community Use on approximately 110.35 acres of land located in Section 07, Township 13 S, Range 19 E, Levy County, Florida. This parcel is located in R-1 Land Use and Zoning district. Parcel Number: 05110020A. *(Audio 23:29)*

- **Presenter:** LEVY COUNTY DEVELOPMENT – Bernard "Bo" Cox, Building Official
- **Daryl and Tracy Kirby-** Kirby Family Farm

- **Discussion:** The goal of the special exception is to bring Kirby Family Farm, Inc. into compliance with Levy Zoning regulations and allow it to continue operating with Levy County Zoning framework.

- **Quasi-Judicial- No Ex parte**

- **Public Comment**:

  Tim Haines (Planning Commission) – This request is not consistent with current comp plan.

  Cody Hath (Williston) – Kirby kid spoke in favor of Kirby Farms.

  Stacey Peters (Williston) – Burden of proof relies on the applicant, not in favor of using special exception.

- **Action Taken:** Temporary special exception granted for 18 months, Code-Enforcement action paused.

  - Motion — Comm. Hiers motion to approve
  - Second — Comm. Meeks

- **Vote Outcome** — 3-1 motion passes (Comm. Kennedy voted No)

NON AGENDDA ITEM ADDED

4(A). Comprehensive Plan update. *(Audio 2:25:14)*

- **Presenter:** LEVY COUNTY DEVELOPMENT – Bernard "Bo" Cox, Building Official

- **Discussion:** Asked for direction from the board to all the consultant to review the comprehensive plan before it gets submitted to state to make sure all requirements are meet.

- **Action Taken:** Consensus taken to delay turning in of the comp plan at this time until updated local data has been considered. NO VOTE TAKEN

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5. Approval of the Deferred Payment Loan Agreement and Promissory Note in the amount of $30,000.00 under the SHIP Housing Strategy of Purchase Assistance for Dylan and Heavyn Buchanan to provide assistance with eligible closing costs and/or down payment costs, as authorized by the approved Levy County Housing Assistance Plan (LHAP) 2025-2028.
(Audio 2:29)

- **Presenter:** LEVY COUNTY COMMUNITY SERVICES - Katie Holder, Coordinator

- **Discussion:**

- **Action Taken:**

  - Motion — Comm. Meeks motion to approve
  - Second — Comm. Hiers

- **Vote Outcome** — 4-0 motion passes

NON AGENDDA ITEM ADDED

5(A). Authorize the Chair to sign ADDENDUM NO. 1 TO RETENTION AND FEE AGREEMENT BETWEEN LEVY COUNTY, FLORIDA AND KUTAK ROCK LLP to expand the scope of services available under the agreement to permit Kutak Rock to provide hourly legal services for additional scopes of work as may be authorized in writing by the County Manager. *(Audio 2:28)*

- **Presenter:** LEVY COUNTY MANAGER – Mary-Ellen Harper, County Manager
- **Discussion:** The fees remain unchanged from the original agreement and will be paid by the requesting department.
- **Action Taken:**
  - Motion — Comm. Kennedy motion to approve
  - Second — Comm. Hiers
- **Vote Outcome** — 4-0 motion passes

ORIGINAL AGENDA ITEM 7

6. Approve RESOLUTION NO. 2026-39: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, DECLARING CERTAIN PROPERTY AS SURPLUS; PROVIDING CERTAIN FINDINGS; AUTHORIZING A LICENSE AGREEMENT OF SAID SURPLUS PROPERTY; AND PROVIDING AN EFFECTIVE DATE. *(Audio 2:31)*

- **Presenter:** LEVY COUNTY MANAGER – Mary-Ellen Harper, County Manager
- **Discussion:** This office space will be used by Senator McClain.
- **Action Taken:**
  - Motion — Comm. Hiers motion to approve
  - Second — Comm. Kennedy
- **Vote Outcome** — 4-0 motion passes

ORIGINAL AGENDA ITEM 6

7. Approve a License Agreement for Use of County Office Space – State Senator. Providing this space will allow Levy County residents to meet with Senator McClain and his staff without having to leave Levy County. *(Audio 2:32)*

- **Presenter:** LEVY COUNTY MANAGER – Mary-Ellen Harper, County Manager
- **Discussion:**
- **Action Taken:**
  - Motion — Comm. Kennedy motion to approve
  - Second — Comm. Meeks
- **Vote Outcome** — 4-0 motion passes

---

8. Approve RESOLUTION NUMBER 2026-42: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, REGARDING SOLID WASTE DISPOSAL; PROVIDING FINDINGS AND DEFINITIONS; PROVIDING A SCHEDULE OF RATES, FEES AND CHARGES; PROVIDING REGULATIONS FOR DISPOSAL AND PAYMENT; PROVIDING

FOR REPEAL OF PRIOR RESOLUTIONS AND ACTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(Audio 2:33)*

- **Presenter:** LEVY COUNTY MANAGER – Mary-Ellen Harper, County Manager
- **Discussion:** This change is estimated to generate approximately $640,000 in additional revenue during the upcoming fiscal year.
- **Action Taken:**
  - Motion Comm. Kennedy motion to approve
  - Second Comm. Hiers
- **Vote Outcome** 4-0 motion passes

---

9. Approve Resolution 2026-34: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, PROVIDING FOR AMENDMENT OF RESOLUTION 2014-51; ADOPTING A REVISED SCHEDULE OF PERMIT FEES AND SERVICE CHARGES FOR AMBULANCE AND ASSOCIATED EMERGENCY MEDICAL SERVICES PROVIDED BY THE LEVY COUNTY DEPARTMENT OF PUBLIC SAFETY; PROVIDING FOR REPEAL OF CONFLICTING FEE SCHEDULES; PROVIDING AN EFFECTIVE DATE. *(Audio2:34)*

- **Presenter:** LEVY COUNTY DEPARTMENT OF PUBLIC SAFETY – Mitch Harrell, Director
- **Discussion:** The will update the EMS rates to reflect 200% of the 2026 Medicare allowable rates.
- **Action Taken:**
  - Motion Comm. Meeks motion to approve
  - Second Comm. Kennedy
- **Vote Outcome** 4-0 motion passes

---

10. Approval of the property site for the construction of the new Emergency Management Operations Center (EOC) from 319 Mongo Street, Bronson to 601 N. Court Street, Bronson. *(Audio 2:41)*

- **Presenter:** LEVY COUNTY EMERGENCY MANAGEMENT – Leatha Keene, Director
- **Discussion:**
- **Action Taken:**
  - Motion Comm. Hiers motion to approve
  - Second Comm. Kennedy
- **Vote Outcome** 4-0 motion passes

---

11. Services Authorization #001 Civil Fee Proposal Authorize the Chair to execute the Additional. *(Audio 2:42)*

- **Presenter:** LEVY COUNTY EMERGENCY MANAGEMENT – Leatha Keene, Director
- **Discussion:** Due to the recent change in sites for the new EOC, additional/expanded civil scope of services effort will be required.
- **Action Taken:**
  - Motion Comm. Meeks motion to approve

- Second Comm. Kennedy

- **Vote Outcome** 4-0 motion passes

---

12. Authorize the Chair to execute the federally funded subaward and grant agreement – FM5632 Cow Creek Fire between State of Florida, Division of Emergency Management and Levy County. Agreement will provide Levy County with access to federal grant funding administered thru FDEM. *(Audio 2:43)*

- **Presenter:** LEVY COUNTY EMERGENCY MANAGEMENT – Leatha Keene, Director
- **Discussion:**
- **Action Taken:**
  - Motion Comm. Hiers motion to approve
  - Second Comm. Meeks
- **Vote Outcome** 4-0 motion passes

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13. Approve the purchase of two 2026 Chevrolet 1500 Crew Cab trucks from Hardy Chevrolet in the amount of $46,334.03 each, utilizing the Florida Sheriffs Association Light Vehicle Contract FSA25-VEL33, contract term October 1, 2025 - September 30, 2027. *(Audio 2:44)*

- **Presenter:** LEVY COUNTY FLEET DEPARTMENT – Jessie Robinson, Director
- **Discussion:** Vehicles being replaced have exceeded their useful service life.
- **Action Taken:**
  - Motion Comm. Meeks motion to approve
  - Second Comm. Kennedy
- **Vote Outcome** 4-0 motion passes

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14. Approve the purchase of two 2026 Chevrolet Silverado 1500 vehicles from the Florida Sheriff's Association Contract FSA25-VEL33.0 (Item 195) Pursuit, Administrative, and Other Vehicles. *(Audio 2:46)*

- **Presenter:** LEVY COUNTY FLEET DEPARTMENT – Jessie Robinson, Director
- **Discussion:** This request is due to the addition of inspectors at the Building Department. Funding is already in the department budget.
- **Public Comment:**

  Linda Cooper (Williston) – Confirmed if vehicles already come equipped with GPS devices or if county upfitted. Jessie Robinson answered Mrs. Cooper stating the County handles GPS after vehicle purchase.
- **Action Taken:**
  - Motion Comm. Kennedy motion to approve
  - Second Comm. Meeks
- **Vote Outcome** 4-0 motion passes

Public Comments: None

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15. Request for Approval of Expenditures in the amount of $ 1,783,467.52. *(Audio 2:49)*

PAYMENT NUMBER	**158642-158734/1109-1155**	
FUND		**AMOUNT**
GENERAL REVENUE		912,470.32
ROAD		189,438.71
MOSQUITO CONTROL		8,068.58
TRANSPORTATION		4,729.34
COURT FACILITIES		9,633.49
MISC GRANTS		155,786.43
EMS		33,740.44
FIRE		25,107.97
TOURIST DEVELOPMENT		1,835.50
UTILITIES		89.02
BLDG INSPECT & SAFETY		13,820.73
CAPITAL PROJECTS		13,546.81
ROAD IMPRV & RESTORE		280,846.15
LANDFILL		134,354.03
TOTAL	**$**	**1,783,467.52**

- **Presenter:** Chairman Tim Hodge
- **Action Taken:**
  - Motion — Comm. Meeks motion to approve
  - Second — Comm. Kennedy
- **Vote Outcome** — 4-0 motion passes

COMMISSIONERS' REPORTS: None

BEING NO FURTHER BUSINESS TO COME BEFORE THE COMMISSION THE MEETING WAS ADJOURNED AT 9:04 P.M.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

LEVY COUNTY, FL

_____

Clerk of Court, Matt Brooks

_____

Chairman, Tim Hodge

Minutes Submitted by: Matt Brooks, Clerk of Court & Comptroller
Date Submitted: 09/08/2026

SPECIAL MEETING AND BUDGET PUBLIC HEARING #1

LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

SEPTEMBER 8, 2026

The Special Meeting and Budget Public Hearing #1 of the Board of County Commissioners was held on September 8, 2026 at 5:01 P.M. in the BoCC meeting room at the Levy County Government Center.

CALL TO ORDER: Chairman Tim Hodge called the meeting to order at 5:01 P.M.

INVOCATION: Given by Comm. Meeks

PLEDGE OF ALLEGIANCE: Led by Comm. Kennedy

ROLL CALL:

COMMISSIONERS PRESENT:

District 1: Vice Chairman Charlie Kennedy
District 2: Comm. Rock Meeks
District 4: Chairman Tim Hodge
District 5: Comm. Johnny Hiers

COMMISSIONERS NOT PRESENT:

District 3: Comm. Desiree Mills

ALSO PRESENT:

County Manager, Mary-Ellen Harper

County Attorney, (Constangy, Brooks, Smith & Prophete LLP)

APPROVAL OF AGENDA:

- **Amendments:** Move item #5 to item #1(A)

  Move item #6 to item #2(A)

- **Action Taken:**
  - Motion Comm. Hiers motion to approve
  - Second Comm. Kennedy
- **Vote Outcome** 4-0 motion passes

RECOGNIZE ELECTED OFFICIALS: None

PUBLIC COMMENTS: None

BUSINESS OR INFORMATIONAL ITEMS:

ORIGINAL AGENDA ITEM # 5

1. PUBLIC HEARING Approve RESOLUTION NUMBER 2026-40: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, ADOPTING THE PROPOSED MILLAGE RATE FOR LEVY COUNTY FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; AND PROVIDING AN EFFECTIVE DATE. *(Audio 05:07)*

- **Presenter:** LEVY COUNTY FINANCE AND ADMIN- Kari Bastow, Interim Director
- **Discussion:** Approve proposed millage rate of 8.5
- **Public Comment:**

  Susie Billings (Williston) – Asking for clarification on millage rate change conversation between Comm. Meeks and Comm. Hiers.

- **Action Taken:** Comm. Hiers motions to drop proposed millage rate of 8.5 down to 8.25
  - Motion Comm. Hiers motion to approve
  - Second Comm. Kennedy
- **Vote Outcome** 4-0 motion passes

ORIGINAL AGENDA ITEM # 1

2. PUBLIC HEARING Approve RESOLUTION NO. 2026-35: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE LEVY COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR FIRE PROTECTION SERVICES; PROVIDING AUTHORITY, DEFINITIONS AND INTERPRETATION; CONFIRMING THE PRELIMINARY RATE RESOLUTION; REIMPOSING FIRE PROTECTION ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE LEVY COUNTY MUNICIPAL SERVICES BENEFIT UNIT FOR FIRE PROTECTION SERVICES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. *(Audio 18:50)*

- **Presenter:** LEVY COUNTY MANAGER – Mary-Ellen Harper, County Manager
- **Discussion:** Keep same rate as last year of $250
- **Action Taken:**
  - Motion Comm. Kennedy motion to approve
  - Second Comm. Hiers
- **Vote Outcome** 4-0 motion passes

ORIGINAL AGENDA ITEM # 2

3. PUBLIC HEARING Approve RESOLUTION NO. 2026-36: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, RELATING TO THE PROVISION OF EMERGENCY MEDICAL SERVICES, FACILITIES AND PROGRAMS IN THE UNINCORPORATED AND ALL INCORPORATED AREAS OF LEVY COUNTY, FLORIDA; PROVIDING AUTHORITY, DEFINITIONS AND INTERPRETATION; CONFIRMING THE PRELIMINARY RATE RESOLUTION; LEVYING EMS TAX ASSESSMENTS AGAINST BENEFITTED PROPERTY LOCATED WITHIN LEVY COUNTY PURSUANT TO SECTION 125.271, FLORIDA STATUTES, TO FUND THE PROVISION OF EMERGENCY MEDICAL SERVICES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE EMS TAX ASSESSMENT ROLL AND PROVIDING FOR COLLECTION; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS ; PROVIDING FOR EFFECT; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. *(Audio 20:34)*

- **Presenter:** LEVY COUNTY MANAGER – Mary-Ellen Harper, County Manager
- **Discussion:** Keep same rate as last year of $200
- **Public Comment:** None
- **Action Taken:**
    - Motion Comm. Kennedy motion to approve
    - Second Comm. Meeks
- **Vote Outcome** 4-0 motion passes

ORIGINAL AGENDA ITEM # 3

4. PUBLIC HEARING Approve RESOLUTION NO. 2026-37: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, RELATING TO PROVISION OF ROADWAY MAINTENANCE SERVICES ON SUBDIVISION ROADS; PROVIDING AUTHORITY, DEFINITIONS AND INTERPRETATION; CONFIRMING THE PRELIMINARY RATE RESOLUTION; APPROVING THE ROADWAY MAINTENANCE SERVICE ASSESSMENT ROLL; PROVIDING FOR THE REIMPOSITION OF THE ROADWAY MAINTENANCE SERVICE ASSESSMENTS; PROVIDING FOR COLLECTION; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. *(Audio 22:39)*

- **Presenter:** LEVY COUNTY MANAGER – Mary-Ellen Harper, County Manager
- **Discussion:** Letters will be sent out notifying property owners that this assessment will start being charged. This assessment was put on hold years ago due to surplus.
- **Public Comment:** None
- **Action Taken:**
    - Motion Comm. Meeks motion to approve
    - Second Comm. Kennedy
- **Vote Outcome** 4-0 motion passes

ORIGINAL AGENDA ITEM # 4

5. PUBLIC HEARING Approve RESOLUTION NO. 2026-38: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, RELATING THE DISPOSAL OF SOLID WASTE AND RECOVERED MATERIALS IN THE UNINCORPORATED AND ALL INCORPORATED AREAS OF LEVY COUNTY, FLORIDA; PROVIDING AUTHORITY, DEFINITIONS AND INTERPRETATION; CONFIRMING THE PRELIMINARY RATE RESOLUTION; REIMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST RESIDENTIAL PROPERTY LOCATED WITHIN LEVY COUNTY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION. *(Audio)*

- **Presenter:** LEVY COUNTY MANAGER – Mary-Ellen Harper, County Manager
- **Discussion:** Rate raised to $140
- **Public Comment:**

  Ranate Cannon (Chiefland) - What is the reason for the rate increase?

  Shawn Wolford (Bronson) - Scrap metal should be making landfill more money.

David Sharpe (Chiefland) - Landfill needs to do away with honor system and all funds need to be accounted for.

Linda Cooper (Williston) - $140 is not ok, other things need to be cut instead of raising rate.

Karen Adams (Chiefland) – Commericial haulers will tax the customers.

- **Action Taken:**
  - Motion — Comm. Kennedy motion to approve
  - Second — Comm. Meeks
- **Vote Outcome** — 4-0 motion passes

- **At 5:50 P.M., Chair declared a recess for the purpose of drafting amendments to agenda item 5 and 6.**
- **Meeting reconvened at 6:00 P.M. Picked**

ORIGINAL AGENDA ITEM # 5 CONTINUATION

6. PUBLIC HEARING Approve RESOLUTION NUMBER 2026-40: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, ADOPTING THE PROPOSED AMENDED MILLAGE RATE FOR LEVY COUNTY FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; AND PROVIDING AN EFFECTIVE DATE.

- **Resolution updated to the amended new rate of 8.25.**
- **Presenter:** LEVY COUNTY FINANCE AND ADMIN- Kari Bastow, Interim Director
- **Discussion:** Updated new millage rate of 8.2500 which is 3.8128 % higher than the rollback millage rate of 7.9470 mills.
- **Action Taken:**
  - Motion — Comm. Kennedy motion to approve
  - Second — Comm. Meeks
- **Vote Outcome** — 4-0 motion passes

NON AGENDA ITEM ADDED

7. Item is required to approve a motion so that original item 6 conforms to the amendments made to the millage. Amendments in the millage called for a recalculation of the budget. (*Audio 49:27)*

- **Presenter:** LEVY COUNTY FINANCE AND ADMIN- Kari Bastow, Interim Director
- **Discussion:**
- **Action Taken:**
  - Motion — Comm. Kennedy motion to approve
  - Second — Comm. Hiers

- **Vote Outcome** 4-0 motion passes

ORIGINAL AGENDA ITEM # 6

8. PUBLIC HEARING Approve RESOLUTION NUMBER 2026-41 AS AMENDED A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR LEVY COUNTY FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AND PROVIDING AN EFFECTIVE DATE. *(Audio 49:28)*

- **Presenter:** LEVY COUNTY FINANCE AND ADMIN- Kari Bastow, Interim Director
- **Discussion:** New budget after amendments of the millage rate is $201,120,309.00
- **Action Taken:**
  - Motion Comm. Hiers motion to approve
  - Second Comm. Kennedy
- **Vote Outcome** 4-0 motion passes

PUBLIC COMMENTS: *(Audio 52:30)*

Project link member (Gainesville) - A colliation partnered with UF wanted information on who to contact regarding working with the some of the BoCC departments on their projects.

Shelly Young (Williston) – Budget information on BoCC deparments

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BEING NO FURTHER BUSINESS TO COME BEFORE THE COMMISSION THE MEETING WAS ADJOURNED AT 6:09 P.M.

ATTEST: BOARD OF COUNTY COMMISSIONERS

LEVY COUNTY, FL

_____ _____

Clerk of Court, Matt Brooks Chairman, Tim Hodge

Minutes Submitted by: Matt Brooks, Clerk of Court & Comptroller
Date Submitted: 09/08/2026

Special Meeting

LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

September 14, 2026

The Special Meeting of the Board of County Commissioners was held on September 14, 2026 at 1:00 P.M. in the BoCC meeting room at the Levy County Government Center.

CALL TO ORDER: Chairman Tim Hodge called the meeting to order at 1:00 P.M.

INVOCATION: Given by Comm. Hiers

PLEDGE OF ALLEGIANCE: Led by Comm. Mills

BoCC COMMISSIONERS PRESENT:

District 1: Vice Chairman Charlie Kennedy
District 3: Comm. Desiree Mills
District 4: Chairman Tim Hodge
District 5: Comm. Johnny Hiers

NOT PRESENT:

District 2: Comm. Rock Meeks

ALSO PRESENT:

County Manager, Mary-Ellen Harper
County Attorney, J. Ray Poole (Constangy, Brooks, Smith & Prophete LLP)

APPROVAL OF AGENDA:

- **Action Taken**:
  - Motion — Comm. Mills motion to approve
  - Second — Comm. Kennedy
- Vote Outcome — 4-0 motion passes

PUBLIC COMMENTS: None

BUSINESS OR INFORMATIONAL ITEMS:

1. Requesting the Levy County Board of County Commissioners to extend the contract termination date with Gulf Forestry LLC for ITB_2025_015 Timber Harvesting at the Levy County Solid Waste Transfer from September 16, 2026, to October 1, 2026. *(Audio 4:23)*

- **Presenter:** LEVY COUNTY MANAGER- Mary-Ellen Harper, County Manager
- **Discussion:** 107 acres of sand pines will be cut. Estimate is $19.75 per ton that the county will make of project.
- **Public Comment:**

  Terry Witt (Bronson) – How much will the county make on this project? Where is the property located?

- **Action Taken**:
  - Motion — Comm. Kennedy motion to approve
  - Second — Comm. Mills

- Vote Outcome 4-0 motion passes

PUBLIC COMMENTS:

BEING NO FURTHER BUSINESS TO COME BEFORE THE COMMISSION THE MEETING WAS ADJOURNED AT 1:09 P.M.

ATTEST:	BOARD OF COUNTY COMMISSIONERS LEVY COUNTY, FL
_____	_____
Clerk of Court, Matt Brooks	Chairman, Tim Hodge

Minutes Submitted by: Matt Brooks, Clerk of Court & Comptroller
Date Submitted: 09/14/2026

REGULAR MEETING

LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

September 22, 2026

The regular meeting of the Board of County Commissioners was held on September 22, 2026 at 9:00 A.M. in the BoCC meeting room at the Levy County Government Center.

CALL TO ORDER: Chairman Tim Hodge called the meeting to order at 9:00 A.M.

INVOCATION: Given by Comm. Meeks

PLEDGE OF ALLEGIANCE: Led by Comm. Kennedy

ROLL CALL:

COMMISSIONERS PRESENT:

District 1:	Vice Chairman Charlie Kennedy
District 2:	Comm. Rock Meeks
District 3:	Comm. Desiree Mills
District 4:	Chairman Tim Hodge
District 5:	Comm. Johnny Hiers

ALSO PRESENT:

County Manager, Mary-Ellen Harper

County Attorney, (Constangy, Brooks, Smith & Prophete LLP)

APPROVAL OF AGENDA:

- **Amendments:**
- **Action Taken:**
  - Motion Comm. Mills motion to approve
  - Second Comm. Meeks
- **Vote Outcome** 5-0 motion passes

RECOGNIZE ELECTED OFFICIALS: None

PROCLAMATIONS/RECOGNITIONS:

1. Presentation of Milestone Service Awards.

David Meeks	Landfill	25 Years
Mitch Harrell	Public Safety	10 Years
JoAnn Brannen	Public Works	5 Years
Keith Stephens	Road & Bridage	30 Years

2. Presentation of Retirement Plaques.

Jimmy Willis	Fleet	30+ Years
Brantley Studstill	Road & Bridge	23+ Years
David Weatherford	Solid Waste	38+ Years

PUBLIC COMMENT:

Linda Cooper (Williston) – Read email from County Attorney regarding her request to get on the agenda to request permit fee audit.

BUSINESS OR INFORMATIONAL ITEMS:

3. Approve the 2027 Board Meetig dates as presented. (*Audio* 14:52)

- **Presenter:** LEVY COUNTY MANAGER – Mary-Ellen Harper, County Manager
- **Discussion:**

• January 5th	A.M	July 6th	A.M
• January 19th	P.M	July 20th	A.M
• February 2nd	A.M	August 3rd	A.M
• February 16th	P.M	August 17th	A.M
• March 2nd	A.M	September 7th	P.M
• March 16th	A.M	September 21st	A.M
• April 6th	A.M	October 5th	A.M
• April 20th	A.M	October 19th	A.M
• May 4th	A.M	November 2nd	A.M
• May 18th	A.M	November 16th	A.M
• June 8th	A.M	December 7TH	A.M
• June 22nd	A.M	December 21st	A.M

- **Action Taken:**
  - Motion — Comm. Hiers motion to approve
  - Second — Comm. Mills
- **Vote Outcome** — 5-0 motion passes

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4. Approve the 2027 Holiday Schedules as presented. (*Audio* 15:27)

- **Presenter:** LEVY COUNTY MANAGER – Mary-Ellen Harper, County Manager
- **Discussion:**

• New Year's Day	Friday, January 1, 2027
• Martin Luther King Day	Monday, January 18, 2027
• Presidents Day	Monday, February 15, 2027
• Good Friday	Friday, April 2, 2027
• Memorial Day	Monday, May 31, 2027
• Independence Day (Observed)	Monday, July 5, 2026
• Labor Day	Monday, September 6, 2027
• Veterans Day	Thursday, November 11, 2027
• Thanksgiving Day	Thursday, November 25, 2027
• Friday After Thanksgiving	Friday, November 26, 2027
• Day Before Christmas	Thursday, December 23, 2027
• Christmas Day (Observed)	Friday, December 24, 2027

- **Action Taken:**
  - Motion — Comm. Mills motion to approve
  - Second — Comm. Meeks

- **Vote Outcome** 5-0 motion passes

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5. Approve RESOLUTION NO. 2026-47: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, DELEGATING AUTHORITY TO THE COUNTY MANAGER, OR THE COUNTY MANAGER'S DESIGNEE, TO ADMINISTER, APPROVE, AND EXECUTE CERTAIN INDIVIDUAL AWARDS AND RELATED DOCUMENTS UNDER THE LEVY COUNTY STATE HOUSING INITIATIVES PARTNERSHIP ("SHIP") PROGRAM; ESTABLISHING CONDITIONS AND LIMITATIONS UPON SUCH AUTHORITY; REQUIRING REPORTING TO THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR RATIFICATION OF CERTAIN PRIOR ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Audio 15:55)*

- **Presenter:** LEVY COUNTY MANAGER – Mary-Ellen Harper, County Manager
- **Discussion:** This should help speed up the process once application is approved.
- **Action Taken:**
  - Motion Comm. Mills motion to approve
  - Second Comm. Kennedy
- **Vote Outcome** 5-0 motion passes

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6. Request Board approval to proceed with the proposed upgrades to the County's Property and Casualty Insurance coverage with Florida League of Cities effective October 1, 2026. *(Audio 17:55)*

- **Presenter:** LEVY COUNTY MANAGER – Mary-Ellen Harper, County Manager
- **Discussion:** Total cost associated with this request is $194,799 and will be funded by the General Fund.

  Four Years Prior Acts Coverage- $8,992: Provides coverage for eligible claims arising from acts occurring during the four years prior to the effective date of the new policy.

  Multi-Class Liability- $65,000: Increase the county's liability and Errors and Omissions coverage.

  Property Coverage-$113,090: Expands coverage to include wind coverage for piers, wharves, docks, boardwalks, and bridges, providing additional protection for these County-owned structures.

  Auto Comp & Collision-$7,697: Reduces the County's deductible from $10,000 to $5,000.
- **Action Taken:**
  - Motion Comm. Kennedy motion to approve
  - Second Comm. Mills
- **Vote Outcome** 5-0 motion passes

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7. Approve the application for a full reduction of the Code Compliance Lien in the amount of $9,350, contingent upon satisfaction of the conditions set forth below, and authorize the County Manager to confirm satisfaction of the conditions and approve the lien reduction on behalf of The County upon such confirmation: 1. The property is legally conveyed to the applicant; and 2. The applicant, as the new property owner, brings the property into full compliance with all requirements set forth in the Order entered in Case No. CE#2022-0055 within thirty (30) days after acquiring the property. *(Audio 21:31)*

- **Presenter:** LEVY COUNTY CODE ENFORCEMENT – Dave Banton, Code Enforcement Officer
- **Discussion:** Property owner does not have many options, his neighbor wants to purchase property and he will have 30 days from date of purchase to bring property up to code or lien will revert back.
- **Public Comment:**

  Linda Cooper (Williston) – If approved this would set a bad precedent

- **Action Taken:**
  - Motion Comm. Mills motion to approve
  - Second Comm. Hiers
- **Vote Outcome** 5-0 motion passes

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8. Adopt Resolution No. 2026-46: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, AMENDING THE FINAL BUDGET FOR FISCAL YEAR 2025-2026 IN THE AMOUNT OF $105,806.00 DUE TO THE RECEIPT OF ADDITIONAL REVENUE FROM 2026-2027 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT; AND PROVIDING AN EFFECTIVE DATE.; And approve the Emergency Management Preparedness and Assistance Grant Agreement (A0701). *(Audio 42:33)*

- **Presenter:** LEVY COUNTY EMERGENCY MANAGEMENT – Leatha Keene, Director
- **Discussion:**
- **Action Taken:**
  - Motion Comm. Mills motion to approve
  - Second Comm. Kennedy
- **Vote Outcome** 5-0 motion passes

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9. Adopt Resolution No. 2026-45: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, ADOPTING THE COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; AND PROVIDING AN EFFECTIVE DATE; And approve the 2026 Comprehensive Emergency Management Plan. *(Audio 43:53)*

- **Presenter:** LEVY COUNTY MANAGER – Mary-Ellen Harper, County Manager
- **Discussion:**
- **Action Taken:**
  - Motion Comm. Hiers motion to approve
  - Second Comm. Mills
- **Vote Outcome** 5-0 motion passes

- **Recess at 9:51 A.M for 20-30 seconds to correct issue with sound.**

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10. Approve Memorandum of Understanding (MOU) with the Levy County Professional Paramedic and EMT's International Association of Fire Fighters, Local #4069. *(Audio 51:58)*

- **Presenter:** LEVY COUNTY HUMAN RESOURCES - Jacqueline Martin, Director
- **Discussion:**
- **Action Taken:**
  - Motion — Comm. Kennedy motion to approve
  - Second — Comm. Meeks
- **Vote Outcome** — 5-0 motion passes

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11. Authorize the Chairman to execute the attached Certificate of Participation electing for Levy County to decline to serve as the coordinating unit of government for the Edward Byrne Memorial Justice Assistance Grant. *(Audio 53:40)*

- **Presenter:** LEVY COUNTY FINANCE AND ADMINISTRATION – Kari Bastow, Interim Director
- **Discussion:**
- **Action Taken:**
  - Motion — Comm. Mills motion to approve
  - Second — Comm. Meeks
- **Vote Outcome** — 5-0 motion passes

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12. Adopt Resolution 2026-50: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, AMENDING THE FINAL BUDGET FOR FISCAL YEAR 2025-2026 IN THE AMOUNT OF $89,103.00 TO RECOGNIZE GRANT FUNDS CARRIED FORWARD FROM FISCAL YEAR 2024-2025; AND PROVIDING AN EFFECTIVE DATE. *(Audio 54:28)*

- **Presenter:** LEVY COUNTY FINANCE AND ADMIN – Kari Bastow, Interim Director
- **Discussion:**
- **Action Taken:**
  - Motion — Comm. Meeks motion to approve
  - Second — Comm. Mills
- **Vote Outcome** — 5-0 motion passes

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13. Adopt Resolution Number 2026-44, A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA AUTHORIZING THE EXECUTION AND SUBMISSION OF THE STATE AID TO LIBRARIES GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF STATE AND LEVY COUNTY BOARD OF COUNTY COMMISSIONERS FOR AND ON BEHALF OF LEVY COUNTY PUBLIC LIBRARY SYSTEM; AND PROVIDING AN EFFECTIVE DATE. *(Audio 55:15)*

- **Presenter:** LEVY COUNTY LIBRARY SERVICES - Layce Hallman, Manager
- **Discussion:**

- **Action Taken:**
    - Motion Comm. Hiers motion to approve
    - Second Comm. Mills
- **Vote Outcome** 5-0 motion passes

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14. Approve RESOLUTION 2026-51: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A STATE-FUNDED GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR FINANCIAL PROJECT NUMBER 417319-3-54-01; PROVIDING FOR AUTHORIZATION TO EXECUTE RELATED DOCUMENTS; PROVIDING FOR IMPLEMENTATION OF THE PROJECT; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR OTHER RELATED MATTERS. *(Audio 56:44)*

- **Presenter:** LEVY COUNTY ROAD DEPARTMENT – Don Clifton, Director
- **Discussion:** Resurface CR 337 (CR121 to CR336), will widen the road about 6 inches to each side.
- **Action Taken:**
    - Motion Comm. Mills motion to approve
    - Second Comm. Kennedy
- **Vote Outcome** motion passes

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15. PUBLIC HEARING - Approve Petition No. TA 26-03 A request by Levy County Board of County Commission on behalf of Lorenzo's Paradise Marketing LLC for the Text Amendment to Sec. 50-700 Generally; Use Table to add "Self Storage RV/boat storage facility" to the zoning district use table as a special exception in the Rural Mixed Use (RMU) zoning district. And add Special exception requirements to include Sec. 50-762. *(Audio 58:29)*

- **Presenter:** LEVY COUNTY DEVELOPMENT – Bernard "Bo" Cox, Building Official
- **Comm. Hiers sustained from voting due to possible conflict**.
- **Discussion:** Board advised staff to make changes regarding acreage and site plan requirements. Once changes are made this will be come back to board
- **Public Comment:**

  Linda Cooper (Williston) – Why does agenda state this is on behalf of Lorenzo?

- **Action Taken:**
    - Motion Comm. Mills motion to approve
    - Second Comm. Meeks
- **Vote Outcome** 4-0 motion passes

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16. PUBLIC HEARING- Approve ORDINANCE NO. 2026-06: AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY FLORIDA, CREATING A PRIVATE RECREATION USES WITHIN THE LAND DEVELOPMENT CODE; AMENDING SECTION 50-1. OF THE LEVY COUNTY LAND DEVELOPMENT CODE RELATED TO DEFINTIONS; AMENDING SECTION 50-700. OF THE LEVY COUNTY LAND DEVELOPMENT CODE RELATED TO PERMITTED USES; PROVIDING FOR CODIFICATION; PROVIDING FOR

SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. *(Audio 1:33)*

- **Presenter:** LEVY COUNTY DEVELOPMENT – Bernard "Bo" Cox, Building Official
- **Discussion:** Board wants this to be site specific so it always has to come before the board for approval.
- **Public Comment:**

  Emily Cassey (Gulf Hammock) – These type of request need to be site specific.

  Kim Wheeler (Williston) – Everything needs to be site specific.

  Terry Witt (Bronson) – If approved as a text amendment does this still have to come back to board?

  Denate Cannon (Chiefland) - Deny request and keep as special exception.

  Linda Cooper (Williston) – Text amendments are not good, should be special expections. Seems to be a lot of text amendments lately.

- **Action Taken:** Comm. Kennedy made motion to approve to bring back as special exception. He later rescinded his motion. Comm. Meeks then made motion to approve so to allow special exceptions to come before board. Request have to be written into code before people can apply to have a special exception.
  - Motion — Comm. Meeks motion to approve
  - Second — Comm. Kennedy
- **Vote Outcome** — 5-0 motion passes

- Recess for 10 minute break at 11:45 A.M- Reconvened at 11:57 A.M

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17. Quasi-Judicial - Approve Petition No. SE 26-01: A Special Exception pursuant to Sec. 50-760 of the Levy County Land Development Code to allow a civic organization or membership club with outdoor uses located at 19630 NE 30th ST, Williston, FL 32696 in Section 07, Township 13 S, Range 19 E, Levy County, Florida, Parcel ID Number: 051110020A. *(Audio 2:43)*

- **Presenter:** LEVY COUNTY DEVELOPMENT – Bernard "Bo" Cox, Building Official
- **Discussion:** This special exception states the property owner must have direct access to a paved county road. He either has to purchase the right of way that current road is on OR he will have to be allowed by current owner to pave said road. If he owns the right of way, road he will not have to pave it.
- **Public Comment:**

  Stacey Peters (Williston) – If all requirements are not meet you don't have the evidence for approval.

- **Action Taken:** Temporary special exception with conditions that include the road access.
  - Motion — Comm. Mills motion to approve
  - Second — Comm. Hiers
- **Vote Outcome** — 5-0 motion passes

Public Comments: None

18. Approve August 2026 Minutes. *(Audio 3:58)*

- **Presenter:** Matt Brooks, Clerk of Court
- **Action Taken:**
  - Motion Comm. Mills motion to approve
  - Second Comm. Meeks
- **Vote Outcome** 5-0motion passes

19. Request for Approval of Expenditures in the amount of $ 6,127,556.65. *(Audio3:58)*

PAYMENT NUMBER	**158735-158816/1156-1202**	
FUND		**AMOUNT**
GENERAL REVENUE		2,134,125.16
ROAD		118,863.51
SHIP		30,000.00
MOSQUITO CONTROL		113.75
TRANSPORTATION		12,560.70
911		20,197.65
COURT FACILITIES		2,519.68
MISC GRANTS		7,067.23
EMS		48,492.36
FIRE		38,676.81
TOURIST DEVELOPMENT		3,159.89
UTILITIES		1,672.21
BLDG INSPECT & SAFETY		27,596.35
RESTORE ACT		263,787.17
CAPITAL PROJECTS		1,666,615.52
ROAD IMPRV & RESTORE		1,510,069.59
LANDFILL		242,039.07
MSBU'S		
TOTAL	**$**	**6,127,556.65**

- **Presenter:** Chairman Tim Hodge
- **Action Taken:**
  - Motion Comm. Meeks motion to approve
  - Second Comm. Mills
- **Vote Outcome** 5-0 motion passes

COMMISSIONERS' REPORTS *(Audio3:59)*

Commissioner C. Kennedy- None

Commissioner R. Meeks- None

Commissioner D. Mills- None

Commissioner T. Hodge- Permit questions to Bo Cox regarding 400 sq ft structure.

Commissioner J. Hiers- None

BEING NO FURTHER BUSINESS TO COME BEFORE THE COMMISSION THE MEETING WAS ADJOURNED AT 1:15 A.M.

ATTEST: BOARD OF COUNTY COMMISSIONERS

LEVY COUNTY, FL

_____ _____

Clerk of Court, Matt Brooks Chairman, Tim Hodge

Minutes Submitted by: Matt Brooks, Clerk of Court & Comptroller
Date Submitted: 09/22/2026

Special Meeting and Budget Public Hearing #2

LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

September 22, 2026

The Special Meeting and Budget Public Hearing #2 of the Board of County Commissioners was held on September 22, 2026 at 5:01 P.M. in the BoCC meeting room at the Levy County Government Center.

CALL TO ORDER: Chairman Tim Hodge called the meeting to order at 5:01 P.M.

INVOCATION: Given by Comm. Hiers

PLEDGE OF ALLEGIANCE: Led by Comm. Mills

BoCC COMMISSIONERS PRESENT:

District 1: Vice Chairman Charlie Kennedy
District 3: Comm. Desiree Mills
District 4: Chairman Tim Hodge
District 5: Comm. Johnny Hiers

NOT PRESENT:

District 2: Comm. Rock Meeks

ALSO PRESENT:

County Manager, Mary-Ellen Harper
County Attorney, J. Ray Poole (Constangy, Brooks, Smith & Prophete LLP)

APPROVAL OF AGENDA:

- **Action Taken**:
  - Motion — Comm. Mills motion to approve
  - Second — Comm. Hiers
- Vote Outcome — 4-0 motion passes

PUBLIC COMMENTS: None

BUSINESS OR INFORMATIONAL ITEMS:

1. **PUBLIC HEARING** Approve RESOLUTION NUMBER 2026-48: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, ADOPTING THE FINAL MILLAGE RATE FOR LEVY COUNTY FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2026 AND ENDING. *(Audio 4:50)*

   - **Presenter:** LEVY COUNTY FINANCE AND ADMIN – Kari Bastow, Interim Director
   - **Discussion:**
   - **Action Taken**:
     - Motion — Comm. Hiers motion to approve
     - Second — Comm. Kennedy
   - Vote Outcome — 4-0 motion passes

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2. **PUBLIC HEARING** Approve RESOLUTION NUMBER 2026-49: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR LEVY COUNTY FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2026 AND ENDING ON SEPTEMBER 30, 2027; AND PROVIDING AN EFFECTIVE DATE. *(Audio 6:28)*

- **Presenter:** LEVY COUNTY FINANCE AND ADMIN – Kari Bastow, Interim Director
- **Discussion:**
- **Action Taken**:
    - Motion — Comm. Kennedy motion to approve
    - Second — Comm. Mills
- Vote Outcome — 4-0 motion passes

PUBLIC COMMENTS:

Bryce Moore (Williston) – Addressed trash collection and the commercial tipping fee. Sees it as being double taxed. Not everyone has the ability to take their trash to the dump like the elderly.

BEING NO FURTHER BUSINESS TO COME BEFORE THE COMMISSION THE MEETING WAS ADJOURNED AT 5:12 P.M.

ATTEST:	BOARD OF COUNTY COMMISSIONERS LEVY COUNTY, FL
_____	_____
Clerk of Court, Matt Brooks	Chairman, Tim Hodge

Minutes Submitted by: Matt Brooks, Clerk of Court & Comptroller
Date Submitted: 09/22/2026

Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Mary-Ellen Harper, County Manager
2. **Department:** Board of County Commissioner
3. **Meeting Date:** Tuesday, October 20, 2026
4. **Requested Action:**
   Expenditure reports are available the day of the meeting on the table in the rear of the auditorium.
5. **Cost & Funding Source:**
   There is no cost associated with this item.
6. **Justification of Request:**
   N/A

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