**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**
**September 08, 2026**
**6:00 PM**

*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 SHERIFF'S OFFICE - Bobby McCallum, Sheriff

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.

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.

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

3. 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.

4. 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.

LEVY COUNTY COMMUNITY SERVICES - Katie Holder, Coordinator

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.

LEVY COUNTY MANAGER – Mary-Ellen Harper, County Manager

6. Approve a License Agreement for Use of County Office Space – State Senator.

7. 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.

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.

LEVY COUNTY DEPARTMENT OF PUBLIC SAFETY – Mitch Harrell, Director

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.

LEVY COUNTY EMERGENCY MANAGEMENT – Leatha Keene, Director

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.

11. Authorize the Chair to execute the Additional Services Authorization #001 – Civil Fee Proposal.

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.

LEVY COUNTY FLEET DEPARTMENT – Jessie Robinson, Director

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.

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.

**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 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:** Robert B. McCallum, Jr., Sheriff
2. **Department:** Levy County Sheriff's Office
3. **Meeting Date:** Tuesday, September 8, 2026
4. **Requested Action:**
   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.
5. **Cost & Funding Source:**
   There is no cost associated with this item. These are miscellaneous revenue funds received by the Sheriff's Office during the current fiscal year.
6. **Justification of Request:**
   Request action to increase budget to cover expenses incurred the Sheriff's Office for personnel & operating expenses.

**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.**

**WHEREAS**, the Board of County Commissioners of Levy County, Florida, on September 23, 2025, held a public hearing as required by Section 200.065, Florida Statutes, and adopted Resolution 2025-62 Approving the Final Budget for Fiscal Year 2025-2026 (the "FY25-26 Budget"); and

**WHEREAS**, pursuant to Section 129.06(2), Florida Statutes, this resolution is necessary to amend the FY25-26 Budget.

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

1. The FY25-26 Budget is amended as follows:

   The General Fund (Fund No. 001) is increased by $274,835 due to receipt of additional revenue from grant reimbursements, auto insurance claims, workers compensation reimbursements, overtime and other reimbursements, and that revenue is appropriated as set forth in the budget amendment form attached to and made part of this Resolution.

2. This Resolution shall take effect immediately upon its adoption.

**Duly Adopted** on September 8, 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

_____
Constangy, Brooks Smith & Prophete

CLERK FINANCE ONLY - BA#_____

# LEVY COUNTY SHERIFF BUDGET AMENDMENT FORM

| | Dept #1 | Dept #2 | Frequency |
|---|---|---|---|
| Requesting Department(s): | 0194 SHERIFF | | Non-Recurring |

| | | |
|---|---|---|
| Description & Justification | Increase Sheriff's Office Budget for FY25-26 with reimbursements from auto/worker's comp insurance claims, overtime reimbursements, training reimbursements, grant reimbursements, off duty fees, and refunds | |
| Type of Amendment and Required Approval level: | Board Amendment - Recognizing Unanticipated Revenue Or Appropriating Reserves For Future Capital - Approved by BOCC Resolution | Grant Match? NO |
| NOTE: ALL COMMITMENTS RECURRING MULTIPLE FISCAL YEARS REQUIRE BOCC APPROVAL | | |
| BOCC Meeting Date (if Applicable) | Tuesday, September 8, 2026 | Approved? |

## BUDGET AMENDMENT DETAIL

### ADDITIONAL REVENUES ONLY IN THIS SECTION:

| Account Number | Description | Current Budget | Change | Revised Budget |
|---|---|---|---|---|
| 001-339-521-00-02 | LCSO MISC REVENUE - AUTO CLAIMS | | $ 71,098 | $ 71,098 |
| 001-339-521-00-01 | LCSO MISC REVENUE | | $ 40,578 | $ 40,578 |
| 001-339-521-00-03 | LCSO MISC REVENUE | | $ 163,159 | $ 163,159 |
| | | | | $ - |
| | | | | $ - |
| | Net Change in Revenues: | | **$ 274,835** | |

### ADJUSTMENTS TO EXPENDITURES ONLY IN THIS SECTION:

| Account Number | Description | Current Budget | Change | Revised Budget |
|---|---|---|---|---|
| 001-521-034-00-00 | CONTRACTURAL SERVICES | $ 201,000 | $ 75,000 | $ 276,000 |
| 001-521-045-00-00 | INSURANCE | $ 257,409 | $ 24,835 | $ 282,244 |
| 001-523-031-01-00 | PROFESSIONAL/MEDICAL SERVICES | $ 325,000 | $ 175,000 | $ 500,000 |
| | | | | $ - |
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| | | | | $ - |
| | | | | $ - |
| | Net Changes In Expenditures: | | **$ 274,835** | |
| | Grand Total - Revenues Minus Expenditures: | | **$ -** | BALANCED |

DEPARTMENT HEAD(S) Robert B. McClamma DATE: 8/19/26

DIRECTOR OF FINANCE & ADMINISTRATION _____ DATE:

COUNTY MANAGER _____ DATE:

08/17/2026 12:57
gb705_pg.php/Job No: 11541

LEVY COUNTY SHERIFF'S OFFICE
AUTO CLAIM REIMBURSEMENTS

Page 1 of 1
USER: TMEADOWS

Fiscal Year: 2026 / G/L Accounts: 001-339-521-00-02 / From: 10/01/2025 / TO: 08/17/2026 / Show Detail / Skip Zero Balances

| G/L Account | Batch Date | Batch # | Description / V/C# Reference | Beg Balance | Debits | Credits Amount | End Balance |
|---|---|---|---|---|---|---|---|
| 001-339-521-00-02 | | | MISCELLANEOUS REVENUE - AUTO CLAIMS | | | | |
| | 10/09/2025 | 22466 | 0 DOC#:0;141900AUTO CLAIMS REIMB UNIT 3 | | | 302.50- | 302.50- |
| | 10/22/2025 | 22496 | 0 DOC#:0;142125AUTO CLAIMS REIMB UNIT 3 | | | 2,889.69- | 3,192.19- |
| | 10/22/2025 | 22496 | 0 DOC#:0;142076AUTO CLAIMS REIMB UNIT 3 | | | 2,612.62- | 5,804.81- |
| | 10/22/2025 | 22496 | 0 DOC#:0;142016AUTO CLAIMS REIMB UNIT 2 | | | 747.70- | 6,552.51- |
| | 12/31/2025 | 22772 | 0 DOC#:0;143191AUTO CLAIMS REIMB UNIT 3 | | | 28,450.00- | 35,002.51- |
| | 01/08/2026 | 22791 | 0 DOC#:0;143448AUTO CLAIMS REIMB UNIT 3 | | | 5,812.12- | 40,814.63- |
| | 01/30/2026 | 22849 | 0 DOC#:0;143831AUTO CLAIMS REIMB UNIT 3 | | | 2,876.58- | 43,691.21- |
| | 02/24/2026 | 22913 | 0 DOC#:0;144374AUTO CLAIMS REIMB UNIT 3 | | | 7,091.62- | 50,782.83- |
| | 03/27/2026 | 22984 | 3313 COAST2COAST AUT;INV:000081;UNIT 317- WINDSHI | | 704.74 | | 50,078.09- |
| | 03/27/2026 | 22986 | 0 DOC#:0;144819AUTO CLAIMS REIMB UNIT31 | | | 3,611.50- | 53,689.59- |
| | 04/09/2026 | 22998 | 0 DOC#:0;145137AUTO CLAIMS REIMB UNIT 3 | | | 755.69- | 54,445.28- |
| | 04/24/2026 | 23031 | 0 DOC#:0;145385AUTO CLAIMS REIMB UNIT 3 | | | 2,631.67- | 57,076.95- |
| | 06/26/2026 | 23206 | 0 DOC#:0;472385GARYFORDINVOICE REIM FOW | | | 195.56- | 57,272.51- |
| | 07/08/2026 | 23231 | 0 DOC#:0;146978ATUO CLAIMS REIMB UNIT29 | | | 3,196.08- | 60,468.59- |
| | 07/30/2026 | 23282 | 0 DOC#:0;147022AUTO CLAIMS REIMB UNIT 3 | | | 6,232.16- | 66,700.75- |
| | 07/30/2026 | 23282 | 0 DOC#:0;147289AUTO CLAIMS REIMB UNIT 3 | | | 1,434.66- | 68,135.41- |
| | 07/30/2026 | 23282 | 0 DOC#:0;147126AUTO CLAIMS REIMB UNIT 2 | | | 2,962.75- | 71,098.16- |
| | | | ** ACCOUNT TOTALS ** | 0.00 | 704.74 | 71,802.90- | 71,098.16- |
| | | | *** GRAND TOTALS *** | 0.00 | 704.74 | 71,802.90- | 71,098.16- |

08/17/2026 13:31
gb705_pg.php/Job No: 11549

LEVY COUNTY SHERIFF'S OFFICE
INMATE MEDICAL CLAIMS REIMB

Page 1 of 1
USER: TMEADOWS

Fiscal Year: 2026 / G/L Accounts: 001-339-521-00-01 / From: 10/01/2025 / TO: 08/17/2026 / Show Detail / Skip Zero Balances

| G/L Account | Batch Date | Batch # | Description / V/C# Reference | Beg Balance | Debits | Credits / Amount | End Balance |
|---|---|---|---|---|---|---|---|
| 001-339-521-00-01 | | | MISCELLANEOUS REVENUE - INMATE MEDICAL | | | | |
| | 05/22/2026 | 23101 | 0 DOC#:0;10757I/M D NEREIM INS REIMB | | | 19,300.41- | 19,300.41- |
| | 05/22/2026 | 23101 | 0 DOC#:0;10753I/M C LOWELL INS REIMB | | | 4,420.95- | 23,721.36- |
| | 08/17/2026 | 23360 | 0 RECLASS LOWELL CLAIM REIMB | | | 16,857.44- | 40,578.80- |
| | | | ** ACCOUNT TOTALS ** | 0.00 | 0.00 | 40,578.80- | 40,578.80- |
| | | | *** GRAND TOTALS *** | 0.00 | 0.00 | 40,578.80- | 40,578.80- |

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gb705_pg.php/Job No: 11550

LEVY COUNTY SHERIFF'S OFFICE
MISCELLANEOUS REVENUE



Fiscal Year: 2026 / G/L Accounts: 001-339-521-00-03 / From: 10/01/2025 / TO: 08/17/2026 / Show Detail / Skip Zero Balances

| G/L Account | Batch Date | Batch # | Description / V/C# Reference | Beg Balance | Debits | Credits Amount | End Balance |
|---|---|---|---|---|---|---|---|
| 001-339-521-00-03 | | | MISCELLANEOUS REVENUE | | | | |
| | 10/13/2025 | 22433 | 0 LCSO:1739:409:10/12/25 | | | 75.00- | 75.00- |
| | 10/13/2025 | 22433 | 0 TRAINING:1739:412:10/12/25 | | | 187.50- | 262.50- |
| | 10/22/2025 | 22496 | 0 DOC#:0;141939WORKER COMP REIMB S TUMM | | | 2,072.00- | 2,334.50- |
| | 10/27/2025 | 22522 | 0 LCSO:1747:409:10/26/25 | | | 45.00- | 2,379.50- |
| | 10/27/2025 | 22522 | 0 TRAINING:1747:412:10/26/25 | | | 187.50- | 2,567.00- |
| | 11/10/2025 | 22553 | 0 LCSO:1751:409:11/09/25 | | | 30.00- | 2,597.00- |
| | 11/10/2025 | 22553 | 0 TRAINING:1751:412:11/09/25 | | | 187.50- | 2,784.50- |
| | 11/24/2025 | 22597 | 0 LCSO:1756:409:11/23/25 | | | 30.00- | 2,814.50- |
| | 11/24/2025 | 22597 | 0 TRAINING:1756:412:11/23/25 | | | 187.50- | 3,002.00- |
| | 11/25/2025 | 22612 | 0 DOC#:0;6403319480FDLE DRONE GRANT | | | 74,827.87- | 77,829.87- |
| | 11/25/2025 | 22612 | 0 DOC#:0;28021DETENTION REPAIRS REFUND | | | 1,350.00- | 79,179.87- |
| | 11/25/2025 | 22612 | 0 DOC#:0;2852EXPIRED BRASS PURCHASE | | | 564.00- | 79,743.87- |
| | 12/04/2025 | 22624 | 0 DOC#:0;6403908440SAFE GRANT JULY-SEPT | | | 24,491.88- | 104,235.75- |
| | 12/04/2025 | 22858 | 0 MOVE TO CORRECT GL | | 24,554.57 | | 79,681.18- |
| | 12/08/2025 | 22636 | 0 TRAINING:1760:412:12/07/25 | | | 187.50- | 79,868.68- |
| | 12/08/2025 | 22636 | 0 LCSO:1760:409:12/07/25 | | | 15.00- | 79,883.68- |
| | 12/22/2025 | 22755 | 0 LCSO:1766:409:12/21/25 | | | 275.00- | 80,158.68- |
| | 12/22/2025 | 22755 | 0 TRAINING:1766:412:12/21/25 | | | 758.43- | 80,917.11- |
| | 01/05/2026 | 22781 | 0 LCSO:1773:409:01/04/26 | | | 70.00- | 80,987.11- |
| | 01/05/2026 | 22781 | 0 TRAINING:1773:412:01/04/26 | | | 187.50- | 81,174.61- |
| | 01/19/2026 | 22810 | 0 LCSO:1792:409:01/18/26 | | | 40.00- | 81,214.61- |
| | 01/19/2026 | 22810 | 0 TRAINING:1792:412:01/18/26 | | | 187.50- | 81,402.11- |
| | 01/21/2026 | 22820 | 0 DOC#:0;10698INS REIMB I/M C LOWELL | | | 16,857.44- | 98,259.55- |
| | 01/30/2026 | 22849 | 0 DOC#:0;6405208730HURRICANE HELENE | | | 66,713.52- | 164,973.07- |
| | 02/02/2026 | 22850 | 0 LCSO:1802:409:02/01/26 | | | 145.00- | 165,118.07- |
| | 02/02/2026 | 22850 | 0 TRAINING:1802:412:02/01/26 | | | 187.50- | 165,305.57- |
| | 02/16/2026 | 22895 | 0 LCSO:1806:409:02/15/26 | | | 12.50- | 165,318.07- |
| | 02/16/2026 | 22895 | 0 TRAINING:1806:412:02/15/26 | | | 187.50- | 165,505.57- |
| | 02/24/2026 | 22913 | 0 DOC#:0;50CASE#38-2025-CC-001262-CCA | | | 1,975.20- | 167,480.77- |
| | 03/02/2026 | 22922 | 0 TRAINING:1809:412:03/01/26 | | | 187.50- | 167,668.27- |
| | 03/02/2026 | 22922 | 0 LCSO:1809:409:03/01/26 | | | 60.00- | 167,728.27- |
| | 03/06/2026 | 22943 | 0 DOC#:0;6405965920SAFE GRANT OCT, NOV, | | | 5,449.13- | 173,177.40- |
| | 03/16/2026 | 22958 | 0 LCSO:1815:409:03/15/26 | | | 15.00- | 173,192.40- |
| | 03/16/2026 | 22958 | 0 TRAINING:1815:412:03/15/26 | | | 187.50- | 173,379.90- |
| | 03/27/2026 | 22986 | 0 DOC#:0;54344ICAC HOTELS REIMB | | | 1,344.60- | 174,724.50- |
| | 03/27/2026 | 22986 | 0 DOC#:0;22121468CRYSTAL SPRINGS REIMB | | | 206.60- | 174,931.10- |
| | 04/02/2026 | 22994 | 0 TRAINING:1822:412:03/29/26 | | | 187.50- | 175,118.60- |
| | 04/16/2026 | 23006 | 0 LCSO:1829:409:04/12/26 | | | 80.00- | 175,198.60- |
| | 04/16/2026 | 23006 | 0 TRAINING:1829:412:04/12/26 | | | 187.50- | 175,386.10- |
| | 04/24/2026 | 23031 | 0 DOC#:0;770526SAFE GRANT JAN & FEB 202 | | | 2,802.02- | 178,188.12- |
| | 04/30/2026 | 23033 | 0 LCSO:1834:409:04/26/26 | | | 15.00- | 178,203.12- |
| | 04/30/2026 | 23033 | 0 TRAINING:1834:412:04/26/26 | | | 187.50- | 178,390.62- |
| | 05/14/2026 | 23081 | 0 TRAINING:1841:412:05/10/26 | | | 187.50- | 178,578.12- |
| | 05/14/2026 | 23081 | 0 LCSO:1841:409:05/10/26 | | | 77.50- | 178,655.62- |
| | 05/28/2026 | 23102 | 0 LCSO:1847:409:05/24/26 | | | 125.00- | 178,780.62- |
| | 05/28/2026 | 23102 | 0 TRAINING:1847:412:05/24/26 | | | 187.50- | 178,968.12- |
| | 06/11/2026 | 23145 | 0 LCSO:1851:409:06/07/26 | | | 60.00- | 179,028.12- |
| | 06/11/2026 | 23145 | 0 TRAINING:1851:412:06/07/26 | | | 250.00- | 179,278.12- |
| | 06/11/2026 | 23145 | 0 LCSO:1851:414:06/07/26 | | | 16.11- | 179,294.23- |
| | 06/25/2026 | 23194 | 0 TRAINING:1857:412:06/21/26 | | | 125.00- | 179,419.23- |
| | 06/25/2026 | 23194 | 0 LCSO:1857:414:06/21/26 | | | 54.99- | 179,474.22- |
| | 07/09/2026 | 23230 | 0 LCSO:1866:409:07/05/26 | | | 220.00- | 179,694.22- |
| | 07/09/2026 | 23230 | 0 TRAINING:1866:412:07/05/26 | | | 125.00- | 179,819.22- |
| | 07/23/2026 | 23267 | 0 TRAINING:1874:412:07/19/26 | | | 125.00- | 179,944.22- |
| | 07/23/2026 | 23267 | 0 LCSO:1874:414:07/19/26 | | | 14.46- | 179,958.68- |

LEVY COUNTY SHERIFF'S OFFICE
MISCELLANEOUS REVENUE



Fiscal Year: 2026 / G/L Accounts: 001-339-521-00-03 / From: 10/01/2025 / TO: 08/17/2026 / Show Detail / Skip Zero Balances

| G/L Account | | | Description | Beg Balance | Debits | Credits | End Balance |
|---|---|---|---|---|---|---|---|
| | Batch Date | Batch # | V/C# Reference | | | Amount | |
| | 08/06/2026 | 23320 | 0 TRAINING:1881:412:08/01/26 | | | 62.50- | 180,021.18- |
| | 08/17/2026 | 23360 | 0 RECLASS LOWELL CLAIM REIMB | | 16,857.44 | | 163,163.74- |
| | | | ** ACCOUNT TOTALS ** | 0.00 | 41,412.01 | 204,575.75- | 163,163.74- |
| | | | *** GRAND TOTALS *** | 0.00 | 41,412.01 | 204,575.75- | 163,163.74- |

## Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Arica Lesher, 911 Director
2. **Department:** Levy County Sheriff's Office E911 Office
3. **Meeting Date:** Tuesday, September 8, 2026
4. **Requested Action:**
   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.
5. **Cost & Funding Source:**
   There is no County cost associated with this request. 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.
6. **Justification of Request:**
   This funding source supports required services for Levy County's 911 system and is necessary to maintain compliance with State of Florida E911 and NG911 operational standards. The Department of Management Services (DMS) State-Funded Agreement (DMS-P3-26-07-05) will provide $99,739.69 for enhancements to Levy County Public Safety Answering Point (PSAP). Levy County will utilize this allocation to cover contracted services from three vendors that directly support 911 call handling, NG911 routing, GIS data hosting, and system maintenance.

   The funded services include:

   - **911 Call Handling Maintenance** ConvergeOne provides the County's managed 911 services, including 24x7x365 monitoring of the VIPER call-handling system, unlimited onsite and remote engineering support, monthly system health reports, and preventative maintenance. These services are required to maintain operational readiness and ensure uninterrupted 911 call processing.
   - **Next Generation Core Services (NGCS)** INdigital provides NG911 routing, location services, Text-to-911, MEVO disaster recovery, and diverse network connectivity. These services are essential components of the County's migration to NG911 and ensure that 911 calls, text messages, and location data are delivered accurately and reliably.
   - **GIS Data Hosting for NG911 Systems** DATAMARK provides secure GIS data hosting for the County's NG911 systems, including CAD, call mapping, and RapidDeploy Radius. This service ensures that required NENA GIS layers are maintained, updated, and accessible to authorized public safety systems.

   These services collectively support the County's 911 infrastructure, ensure compliance with State requirements, and maintain the operational reliability of emergency communications. Approval of this agenda item authorizes the use of the DMS funding allocation to cover these contracted services as outlined in the State-Funded Agreement.

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

**Ron DeSantis, Governor**
Tom Berger, Secretary

# STATE-FUNDED AGREEMENT

# FOR

# SUPPORT FOR FISCALLY CONSTRAINED COUNTIES' PSAPs

# DMS-P3-26-07-05

# BETWEEN

# THE STATE OF FLORIDA

# DEPARTMENT OF MANAGEMENT SERVICES

# AND

# LEVY COUNTY

## STATE-FUNDED AGREEMENT

This State-Funded Agreement (Agreement) is between the Florida Department of Management Services (Department), 4030 Esplanade Way, Tallahassee, Florida, 32399 and Levy County (Recipient), 9150 NE 80th Ave, Bronson, FL 32621.

The Department and Recipient agree as follows:

### (1) AUTHORITY

A. The Department has been appropriated general revenue funds for the State fiscal year 2026–2027, specifically appropriation line item #3021, the nonrecurring sum of $2,827,360 from the General Revenue Fund, Chapter 2026-232, Laws of Florida, to fund enhancements for fiscally constrained counties' Public Safety Answering Points (PSAPs). The Department has the authority, in accordance with section 282.702 Florida Statutes (F.S.), to enter into this Agreement and to disburse the appropriated funds to the Recipient under the terms and conditions set forth below.

B. In accordance with section 215.971, F.S., the Department has the authority to monitor the portion of the State of Florida appropriated funds for enhancements for fiscally constrained counties' PSAPs.

### (2) LAWS, RULES, REGULATIONS, AND POLICIES

A. This Agreement is executed and entered into in the State of Florida and will be performed, construed, and enforced in accordance with the laws, rules, and regulations of the State of Florida. Each party will perform its obligations in accordance with the terms and conditions of this Agreement.

B. The parties shall be governed by all applicable State and Federal laws, rules, and regulations, including but not limited to those identified in Attachment B – Program Statutes and Regulations. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

### (3) CONTACT

A. In accordance with section 215.971(2), F.S., the Department's Grant Manager is responsible for enforcing the performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Recipient. As part of the duties, the Grant Manager for the Department will:

i. Monitor and document Recipient performance of the terms of this Agreement;
ii. Review and document all deliverables for which the Recipient requests payment; and,
iii. Reconcile and verify all funds received against all funds expended during the agreement period and produce a final reconciliation report which identifies any funds paid in excess of the expenditures incurred by the Recipient.

B. Grant Managers

i. The name and address of the Department's Grant Manager responsible for the administration of this Agreement is:

Leon Simmonds
4030 Esplanade Way
Tallahassee, Florida 32399
(850) 921-0041
Leon.Simmonds@dms.fl.gov

ii. The name and address of the Recipient's Agreement Manager responsible for the administration of this Agreement is:

Arica Lesher
Title: County 911 Coordinator
Address: 9150 NE 80th Ave, Bronson, FL 32621
Telephone: (352) 486-5214
Email: alesher@levyso.com

The Recipient's Agreement Manager is responsible for monitoring the performance of this Agreement's terms and conditions and will serve as the Recipient's liaison with the Department. As part of the duties, the Agreement Manager for the Recipient shall provide the Department with all reports in accordance with Section 15, Reports, of this Agreement, as well as any other required reports or documents under this Agreement.

C. In the event that different Managers or addresses are designated by either party after execution of this Agreement, a notice of the name, title, and address of the new Manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

**(4) TERMS AND CONDITIONS**

This Agreement consists of this State-Funded Agreement and all incorporated attachments and exhibits, which set forth the entire understanding of the parties and supersede all prior agreements and understanding related to the subject matter thereof.

**(5) EXECUTION**

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

**(6) MODIFICATION**

Either party may request a modification of provisions of this Agreement via a formal amendment, which shall be valid only when in writing, signed by each of the parties, and attached to the original version of this Agreement.

**(7) SCOPE OF WORK**

The Recipient shall perform the work in accordance with Attachment A, Scope of Work and Budget, of this Agreement.

**(8) PERIOD OF AGREEMENT**

A. In accordance with section 215.971(1)(d), F.S., the Recipient may expend funds authorized by this Agreement only for allowable costs from obligations incurred during the Agreement period. This Agreement shall begin upon execution by both parties or July 1, 2026, whichever is later and shall end on June 30, 2027, unless:

i. The Department requests and receives from the Florida Legislature an extension for one (1) year to reflect changes to the funding source; or
ii. The Agreement is terminated earlier in accordance with Section 20, Termination, of this Agreement.

B. The Department does not guarantee an extension or renewal of this Agreement or funding beyond the term of this Agreement and shall not, absent legislative approval of funding, be obligated to extend this Agreement beyond June 30, 2027. This Agreement may be renewed on a yearly basis, contingent upon a specific appropriation by the Legislature. Renewals must be in writing, subject to the same terms and conditions as set forth in the initial Agreement, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department, and subject to the availability of funds.

**(9) FUNDING**

A. Funding for this Agreement consists of the awarded state resources set forth in the below-listed Exhibit 1, Audit Requirements.

B. The method of payment for this Agreement is cost reimbursement or rural payment pursuant to section 215.971(1)(h), F.S. and subject to the availability of funds.

C. In accordance with Legislative Appropriation line item #3021, Chapter 2026-232, Laws of Florida, funds shall only be used to reimburse Recipient expenditures or pay for allowable costs incurred by a Rural Recipient for Recipient's implementation of PSAP enhancements.

D. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

E. The Department will reimburse or provide rural payment to the Recipient only for allowable costs incurred during the Agreement period by the Recipient for the successful completion of each deliverable. The maximum reimbursement amount for the entirety of this Agreement is $99,739.69.

F. The Department will review any request for reimbursement or rural payment by comparing the documentation provided by the Recipient's Agreement Manager against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,
ii. The criteria for evaluating the successful completion of each deliverable.

G. For the purposes of this Agreement, the Department shall consider payments made by Recipient to be improper under the following circumstances:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.
ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.
iii. Any payment for Management Consulting or Feasibility Studies.

**(10) REQUEST FOR REIMBURSEMENT**

A. Subject to the funding limitations of this Agreement, the Department shall reimburse the Recipient only for allowable costs resulting from incurred obligations pursuant to section 216.301, F.S., in furtherance of the successful completion of deliverables outlined in Attachment A and further defined in the Recipient's PSAP enhancements contract. The Recipient may submit more than one (1) request for reimbursement under this deliverable. However, no reimbursement shall duplicate any previous reimbursement.

B. Recipient will submit a request for reimbursement (See Attachment D, Request for Reimbursement of Funds), by email to the Grant Manager, no less than once per quarter and no more than once per month.

C. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, copies of purchase orders and paid vouchers, invoices, copies of check processing, and journal transfers. Reimbursement claims shall include only expenditures claimed against the awarded funding amount. Requests for reimbursement for Recipient Deliverable 2 of Attachment A, must also contain copies of Recipient's documented inspection of activities or project milestones performed under Recipient Deliverable 3 to verify the components meet or exceed Recipient's Contract for the PSAP enhancements procured under Recipient Deliverable 1.

D. The Department shall not process requests for reimbursement for payments made by Recipient that are deemed as improper payments as set forth in Section 9, Funding, of this Agreement.

E. Submission of final documents and submission for closeout of the funding does not affect the Department's right to disallow costs and recover funds based on an audit or financial review. The final request for reimbursement and supporting documentation for incurred obligations pursuant to section 216.301, F.S., shall be submitted to the Department no later than August 27, 2027.

F. The Department is not liable for approval of reimbursement by the Department of Financial Services (DFS), and Recipient is responsible for ensuring purchases and invoices are in conformance with DFS requirements. Recipient agrees to comply with the State of Florida Reference Guide for State Expenditures, available at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

G. Any travel expense bills are not permissible or allowable under this Agreement.

**(11) RURAL COMMUNITY OR RURAL AREA OF OPPORTUNITY REQUEST FOR PAYMENT**

A. Pursuant to section 215.971(1)(h), F.S., if the Recipient is a Rural Community or Rural Area of Opportunity as those terms are defined in section 288.0656(2), F.S., ("Rural Recipient"), a Rural Recipient may request that the Department provide for the payment of invoices for verifiable and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement ("rural payment"). Prior to, or in conjunction with, such a rural payment request, a Rural Recipient shall submit documentation to the Department sufficiently demonstrating the financial hardship of the Rural Recipient.

B. A Rural Recipient shall submit its request to elect to receive rural payment, including any financial hardship documentation, in writing to the Department's Grant Manager specified in the Agreement. Following demonstration of financial hardship and the initial request to elect to receive rural payment, subsequent requests for payment and all necessary documentation, including the Attachment I, Request for Payment to Rural Communities or Rural Areas of Opportunity, for incurred and appropriate costs shall be submitted in writing to the Department's Grant Manager.

C. The Rural Recipient is responsible for ensuring all documentation related to Rural Recipient's Project is readily available to the Department upon request and is in conformance with the DFS requirements. Rural Recipient will submit requests for rural payment, including Attachment I, Request for Payment to Rural Community Communities or Rural Areas of Opportunity, no less than once per quarter and no more than once per month, to the Department's Grant Manager. All bills for fees or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for payment including, but not limited to, copies of purchase orders, invoices, and any other expenditure justifications, along with any copies of Recipient's documented inspection of activities performed under Recipient Deliverable 3 to verify the components meet or exceed Recipient's PSAP enhancements contract procured under Recipient Deliverable 1.

D. The Department shall not process requests for rural payments made by Recipient that are deemed as improper payments as set forth in Section 9, Funding, of this Agreement.

E. Submission of final documents and submission for closeout of the funding does not affect the Department's right to disallow costs and recover funds based on an audit or financial review. The final request for rural payment and supporting documentation for incurred obligations pursuant to section 216.301, F.S. shall be submitted to the Department no later than August 27, 2027.

F. Funds provided to a Rural Recipient via rural payment shall only be used for allowable costs incurred by a Rural Recipient pursuant to section 216.301, F.S., in the successful completion of each deliverable outlined in Attachment A and defined in the PSAP enhancements contract. Funds provided shall not exceed the amount specified in Section 9, Funding, and Exhibit 1, Audit Requirements, of this Agreement.

F. Funds provided to a Rural Recipient via rural payment shall only be used for expenditures directly related to Recipient's PSAP enhancements contract as specified in the Agreement.

G. The Recipient shall provide additional reports and information identified in Attachment I, Request for Payment to Rural Community or Rural Area of Opportunity, as requested by the Department's Grant Manager.

**(12) RECORDS**

A. Pursuant to section 20.055(5), F.S., the Recipient and its contractor(s), subcontractor(s), and vendor(s), if any, understand and shall comply with their duty to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing.

B. As required by section 215.97, F.S., and Florida Administrative Code Rule 69I-5.006, the Department, the Chief Inspector General for the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents.

C. The Recipient shall maintain any books, records, or documents for the Recipient and for all contractor(s), subcontractor(s), and/or vendor(s) to be paid from funds provided under this Agreement, in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement, in a form sufficient to determine compliance with the requirements and objectives of this Agreement, and all other applicable laws and regulations.

D. The Recipient will retain sufficient records demonstrating its compliance with the terms of this Agreement for the longer of, a period of at least five (5) years from the date the audit report is issued, or the period required by the General Records Schedules maintained by the Florida Department of State, available at: https://dos.myflorida.com/library-archives/records-management/general-records-schedules/. The Recipient shall allow the Department, or its designee, DFS, or Auditor General access to such reports upon request and shall ensure that audit working papers are made available upon request by the Department or its designee, Chief Financial Officer, or Auditor General, for a period of three (3) years from the date the audit report is issued unless extended in writing by the Department.

E. In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Recipient that are directly related to the performance of this Agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Recipient which the Department determines are necessary to monitor the performance of the contract or to ensure that the terms of this Agreement are being met. The Recipient shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

**(13) PUBLIC RECORDS**

A. The Recipient is required to comply with the State of Florida's Public Records Law, which provides a right of access to the records of the state and local governments. The Recipient shall:

i. Keep and maintain public records required to perform the services contemplated in this Agreement;

ii. 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 a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law;

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if the Recipient does not transfer the records to the public agency;

iv. Upon completion of the Agreement, 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 public agency upon completion of the Agreement, 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 of the Agreement, 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; and

v. **IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE RECIPIENT's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN SECTION 3, CONTACT, OF THE AGREEMENT.**

B. The Department reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., which the Recipient created or received under this Agreement.

**(14) AUDITS**

A. In the event the Recipient expends $750,000.00 or more in-state financial assistance during its fiscal year, the Recipient must have a State single or project-specific audit conducted in accordance with section 215.97(2)(a), F.S.; applicable DFS rules; and Chapter 10.550, Rules of the Auditor General.

B. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of section 215.97, F.S. This includes submission of

a financial reporting package as defined by section 215.97, F.S., and Chapter 10.550, Rules of the Auditor General.

The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

The Department of Management Services
Emergency Communications Board
4030 Esplanade Way
Suite 135
Tallahassee, Florida 32399-0950

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

C. If Recipient expends less than $750,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004, or thereafter), an audit conducted in accordance with the provisions of section 215.97(2)(a), F.S., is not required. In the event that Recipient expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97(2)(a), F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

D. This section does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any State awarding agency inspector general, the Auditor General, or any other state official.

E. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.

F. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), F.S., as "an independent certified public accountant licensed under chapter 473" and conducted in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.550, Rules of the Auditor General. The independent auditor shall state that the audit complied with the applicable provisions noted above.

G. Upon completion of the audit, a copy of the audit report and financial reporting package must be received by the Department and the Auditor General no later than nine (9) months from the end of the Recipient's fiscal year.

**(15) REPORTS**

A. The Recipient shall provide the Department's Grant Manager with quarterly reports and an administrative closeout report as provided in Attachment E, Quarterly Report, and Attachment H, Final Administrative Closeout Report. These reports

shall include the current status and progress of the Recipient and its contractor(s), subcontractor(s), and/or vendor(s) in completing the work described in Attachment A, the expenditure of funds under this Agreement, and any other information requested by the Department.

B. Quarterly reports are due to the Department no later than thirty (30) days after the end of each quarter of the program year. They shall be sent each quarter after execution of this Agreement until submission of Attachment H. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

C. The completed Attachment H is due sixty (60) days after the termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

D. If all required reports and copies are not sent to the Department or are not completed in a manner acceptable by the Department, the Department may withhold further payments until they are completed or may take other action as stated in Section 19, Remedies. “Acceptable by the Department” means that the work product was completed in accordance with the terms in Attachment A.

E. The Recipient shall provide additional program update information identified in Attachment E, Quarterly Report, or information that may be required by the Department.

F. The Recipient shall provide additional reports and information identified in Attachment D, Request for Reimbursement of Funds, as requested by the Department’s Grant Manager.

**(16) MONITORING**

A. The Recipient shall monitor its performance under this Agreement, as well as that of its contractor(s), subcontractor(s), and/or vendor(s) who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the schedule of deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. In addition, the Recipient shall perform a review of each function or activity in Attachment A of this Agreement and of the activities reported in the quarterly reports.

B. In addition to reviews of audits, monitoring procedures may include, but shall not be limited to, on-site visits by Department staff, limited scope audits, and other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures and processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Department will monitor the performance and financial management of the Recipient throughout the Agreement term.

**(17) LIABILITY**

A. The Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., Recipient shall hold Department harmless against all claims of whatever nature by third parties arising from work performed under this Agreement.

B. Recipient, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing in this Agreement may be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**(18) DEFAULT**

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment:

A. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect.

B. If the Recipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement with the Department and has not cured them in a timely fashion or is unable or unwilling to meet its obligations under this Agreement.

C. If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Department.

D. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

E. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

**(19) REMEDIES**

If an Event of Default occurs, then the Department shall provide a written notice to the Recipient and may exercise any one or more of the following remedies, either concurrently or consecutively:

A. Terminate this Agreement pursuant to the terms in Section 20, Termination, of this Agreement;

B. Withhold or suspend the payment of all or any part of a request for reimbursement or rural payment until the Recipient cures the event of default identified in the written notice;

C. Exercise any corrective or remedial actions, including but not limited to:

i. Request Recipient cure the default;
ii. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
iii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
iv. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question; or,
v. Require the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible.

D. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Department from pursuing any other remedies in this Agreement or provided at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Recipient.

**(20) TERMINATION**

A. If the performance of the Recipient is not in compliance with the Agreement requirements, the Department may:

i. Unilaterally terminate this Agreement for cause after ten (10) days of a written notice of the termination,
ii. Notify the Recipient of the non-compliance and require correction within a specified time; otherwise, the Agreement will terminate at the end of such time; or
iii. Take other action deemed appropriate by the Department.

The notice shall be effective when placed in the United States, first-class mail, postage prepaid, by registered or certified mail return receipt requested, to the address in Section 3, Contact, herein.

B. The Department may unilaterally terminate this Agreement for Recipient's refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., as amended, unless exempt from section 24(a) of Article I of the State Constitution and section 119.071, F.S., or applicable State or federal law.

C. The Department may unilaterally terminate this Agreement for convenience by providing the Recipient with thirty (30) calendar days prior written notice.

D. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the

effective date of the termination and the procedures for proper closeout of the Agreement.

E. In the event that this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination.

F. Upon notice of termination, the Recipient will cancel as many outstanding obligations as possible. Costs incurred after the receipt of the termination notice are disallowed. The Recipient shall not be relieved of liability to the Department because of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due to the Department from the Recipient, is determined exclusively by the Department

**(21) RESULTING THIRD PARTY CONTRACT AND SUBCONTRACTS**

A. The Recipient may contract with third parties to perform work in furtherance of Recipient's PSAP enhancements contract. The Recipient will be fully responsible for the satisfactory completion of all work performed under any third-party contract(s).

B. With the Recipient's approval, the Recipient's contractor may subcontract work performed in furtherance of the PSAP enhancements contract, and the Recipient's contractor will be fully responsible for satisfactory completion of all subcontracted work.

C. The Recipient agrees all Recipient contracts or subcontracts for which the State Legislature is in any part a funding source shall contain language requiring contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) to be bound by the terms of this Agreement; (ii) be bound by all applicable State, and federal laws and regulations including, but not limited to, section 215.971, F.S. and Rule 69I-5.006(2), F.A.C.; and (iii) hold the Department and Recipient harmless against all claims of whatever nature arising out of the performance of work under this Agreement, to the extent allowed and required by law.

D. All Recipient contracts or subcontracts for which the State Legislature is in any part a funding source shall contain language to provide for termination with reasonable costs to be paid for eligible contract work completed prior to the date the notice of suspension or termination was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Department. All Recipient contracts and subcontracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event.

E. The Recipient shall document in its Quarterly Report, Attachment E, the contractor and/or subcontractor's progress in performing its work under this Agreement. For each contractor or subcontractor, the Recipient shall provide a written statement to the Department as to whether that contractor or subcontractor is a minority business enterprise, as defined in section 288.703, F.S.

**(22) ATTACHMENTS**

A. All attachments and exhibits listed below are incorporated in their entirety into this Agreement.

B. This Agreement has the following attachments:

Exhibit 1 – Audit Requirements
Attachment A – Scope of Work and Budget
Attachment B – Program Statutes and Regulations
Attachment C – Statement of Assurances
Attachment D – Request for Reimbursement of Funds
Attachment E – Quarterly Report
Attachment F– Warranties and Representations
Attachment G – Certification Regarding Debarment
Attachment H – Final Administrative Closeout Report
Attachment I – Request for Payment to Rural Community or Rural Area of Opportunity (Rural Payment)

C. In the event of any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

- Amendments to this Agreement in reverse order.
- Attachment A
- This Agreement and Attachments B through I, in order.

**(23) RETURN OF FUNDS**

All refunds or repayments due to the Department under this Agreement are to be made payable to the order of "Department of Management Services" and mailed directly to the following address:

Department of Management Services
Financial Management Services
4050 Esplanade Way
Tallahassee, Florida 32399-0950

All refunds or payments mailed to the Department must include a cover letter that clearly identifies the grant agreement number associated with the payment.

In accordance with section 215.34(2), F.S., if a check or other draft is returned to the Department for collection, the Recipient shall pay the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

**(24) 911 PROVISIONS**

A. Pursuant to section 365.177, F.S., the Department developed a plan to upgrade all 911 PSAP(s) within the state to allow the transfer of an emergency call from one local, multijurisdictional, or regional 911 system to another local, multijurisdictional, or regional 911 system in the state. Such transfer should include voice, text message, image, video, caller identification information, location information, and additional standards-based 911 call information. The plan

prioritized the upgrade of PSAP(s) based on the population served by each PSAP, the capability of a jurisdiction or region to modernize PSAP(s) beyond legacy 911 infrastructure, and the ability of a jurisdiction or region to address interoperability between PSAP(s). The plan identified and addressed the projected costs of implementing these transfer capabilities.

B. The Legislature has appropriated $2,827,360 to the Department for the implementation of the services outlined in the plan.

**(25) MANDATED CONDITIONS**

A. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Department request, or in any submission or response to fulfill the requirements of this Agreement. The inaccuracy of the submissions or any material changes shall, at the option of the Department and with a thirty (30) day written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

B. This Agreement shall be construed under the laws of the State of Florida, and the venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.

C. The Recipient is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the Recipient's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The Recipient shall promptly notify the Department if it or its suppliers, subcontractors, or consultants under this Agreement are placed on any such lists. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List or on the Discriminatory Vendor List.

D. The Recipient shall send to the Department (by email) the completed Attachment G, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, for each intended contractor or subcontractor that which Recipient plans to fund under this Agreement. The Attachment G form must be received by the Department before the Recipient enters into a contract with any contractor or subcontractor. Where a contract or purchase order has been executed prior to this Agreement's effective date, the Recipient shall provide the Department with

documentation demonstrating it obtained the necessary certifications contemplated in Attachment G from its contractors and subcontractors. Pursuant to sections 287.135(5) and 287.135(3), F.S., Recipient agrees the Department may immediately terminate the Agreement for cause if the subcontractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or 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, or has been engaged in business operations in Cuba or Syria, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

E. The Recipient and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Agreement, the Recipient certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Recipient must obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement.

   This section serves as notice to the Recipient regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1., and the Department's obligation to terminate the contract if it has a good faith belief that the Recipient has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Recipient will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Recipient and order the immediate termination of the contract between the Recipient and a subcontractor performing work on its behalf for this Agreement should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

F. Any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

G. All expenditures of state financial assistance shall be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including but not limited to the Regulations listed in Attachment C, Statement of Assurances.

H. The Agreement may be charged only with allowable costs resulting from obligations incurred pursuant to section 216.301, F.S., during the term of the Agreement.

I. 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.

J. The Recipient shall remain obligated to return to Department any funds expended that do not comply with the terms and conditions of this Agreement.

K. The Recipient shall remain obligated to return to Department any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of this Agreement.

L. Funds refunded to Department from the Recipient for failure to perform as required under this Agreement may be expended only in direct support of the Levy County PSAP enhancements project.

M. The Recipient is hereby informed of the provisions of Chapters 273 and 274, F.S., which identifies recordkeeping and inventory of state-owned tangible personal property, and such property owned by local governments. For requirements of this section, nonexpendable property is the same as "property" as defined by sections 273.02 and 274.02(1), F.S.

All nonexpendable property purchases under this Agreement shall be listed on the property records of the Recipient who shall be primarily responsible for the supervision, control, and disposition of the property in accordance with applicable law. Following the termination of this Agreement, the Recipient's use, retention, control, and disposition of this property shall be in accordance with applicable laws and regulations

**(26) LOBBYING PROHIBITION**

A. In accordance with sections 11.062 and 216.347, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

B. The Recipient certifies, by its signature to this Agreement, that it shall comply with this provision.

The Recipient shall ensure in any agreements with subcontractors where a contractor or subcontractor receives payment under this Agreement, the terms shall include this lobbying prohibition and shall require such subcontractors to certify their compliance with this provision.

**(27) PROMPT PAYMENT AND VENDOR OMBUDSMAN**

Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless this Agreement specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department, or the goods or services are received, inspected, and approved, a separate interest penalty as described by section 215.422, F.S., will be due and payable in addition to the invoice amount. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at 850-413-5516.

**(28) LEGAL AUTHORIZATION**

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement.

**(29) ASSURANCES**

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C and the Warranties and Representations incorporated in Attachment F.

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**IN WITNESS, THEREOF**, the parties hereto have caused this Agreement to be executed by their undersigned officials, as duly authorized, and attest that they have read the above Agreement and agree to the terms contained within it.

**LEVY COUNTY**

By: _____
Signature-Authorized County Official

Title: _____

Date: _____

59-600-0717
Federal Identification Number

**STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**

By: _____
Denise Adkins
Deputy Secretary, Business Operations

Date: _____

# EXHIBIT 1
# AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Management Services (Department) to the Recipient may be subject to audits and/or monitoring by the Department, as described in this section.

## MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by Department staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

## AUDITS

**Part I: Federally Funded**

This part is applicable if the Recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Recipient that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT A to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A Recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than federal entities).

1. **Part II: State Funded** In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Recipient (for fiscal years ending June 30, 2017, and thereafter), 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) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit A to this form lists the state financial assistance awarded through the Department this agreement. 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 the 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.

2. For the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).

**Part III: Other Audit Requirements**

*N/A*

**Part IV: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

1. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Recipient directly to each of the following:

a. The Department at each of the following addresses:

Electronic copies (preferred): 911Projects@dms.fl.gov; Audit@dms.fl.gov

or

Paper copies:

Bureau of Public Safety

Department of Management Services
4030 Esplanade Way
Suite 135
Tallahassee, Florida 32399

b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. 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 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

**Part V: Record Retention**

The Recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

## EXHIBIT 1-A

**Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:

   *N/A*

2. Federal Program B:

   *N/A*

**Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:

   *N/A*

2. Federal Program B:

   *N/A*

**State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:**

**Matching Resources for Federal Programs:**

1. Federal Program A:

   *N/A*

2. Federal Program B:

   *N/A*

**Subject to Section 215.97, F.S.:**

1. State Project A: Fiscally Constrained Counties Public Safety Answering Point Enhancements

   State Awarding Agency: Florida Department of Management Services

   Catalog of State Financial Assistance Title and Number: 72.027

   Amount: $99,739.69

2. State Project B:

   *N/A*

**Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Agreement No. DMS-P3-26-07-05 between the Recipient and the Department, entered in State Fiscal Year 2026-27.

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**Attachment A**
**SCOPE OF WORK AND BUDGET**

**1. BACKGROUND:**

The State of Florida has appropriated the Department of Management Services (the Department) $2,827,360 in non-recurring funds through the General Revenue Fund, Laws of Florida, Chapter 2026-232, specifically appropriation line item #3021, and will be used exclusively for the enhancement of fiscally constrained counties' Public Safety Answering Points (PSAPs) during the 2026-2027 fiscal year.

The funds will allow for PSAP enhancements to facilitate the transfer of an emergency call from one 911 system to another in the state in accordance with section 365.177, F.S.

**2. TERM**:

Funding will be available upon execution by both parties or July 1, 2026, whichever is later and will expire on June 30, 2027. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the period of this Agreement.

**3. PURPOSE:**

The Department wishes to disburse the appropriated funds to Levy County for the purpose of implementing equipment and services for PSAP enhancements, in accordance with the Laws of Florida, Chapter 2026-232.

**4. GENERAL DESCRIPTION OF THE SCOPE OF WORK:**

This Agreement covers the procurement and installation of equipment, firewalls, Emergency Services Internet Protocol Network (ESInet), next generation core services, call handling systems, and associated non-recurring service costs necessary to enhance PSAPs to Next Generation 9-1-1 (NG911) capabilities. Additionally, it includes the recurring service cost for Geographic Information Systems (GIS) services and repositories necessary to support geospatial call routing, next generation core services, ongoing tactical mapping services, call handling system maintenance, and cybersecurity services to protect emergency communications systems in the PSAPs. All PSAP enhancements within this scope of work must be consistent with the National Emergency Number Association's (NENA) NENA i3 Standard for NG911.

**5. DELIVERABLES**

**5.1 RECIPIENT DELIVERABLES:** Recipient will perform the following deliverables in the time and manner specified:

**5.1.1 Deliverable 1. Procurement**: If not already executed, the Recipient shall execute a contract or purchase order with a vendor responsible for producing equipment and services to enhance the PSAP(s) for Levy County, no later than October 1, 2026, unless given written permission by the Department in advance.

**5.1.1.1** The Recipient shall provide the Department with an unredacted copy of the final procurement documents and any related addendums. If any portion of the procurement documentation contains confidential or exempt information, the Recipient shall provide a redacted version suitable for public records requests, in accordance with Chapter 119, F.S. Procurement of equipment and services shall be done in compliance with all local and State of Florida procurement rules and laws and shall clearly set forth all vendor requirements. Equipment and services not procured in accordance with this requirement shall not be eligible for reimbursement.

**5.1.1.2** Provide the Department with an unredacted copy of contract(s) or purchase order(s) with the Recipient's vendor(s) for the purpose of enhancing the

Levy County PSAP(s). The Recipient is responsible for ensuring that its contract, purchase order, or subcontract with the awarded vendor for work under this Agreement complies with the terms in Section 20, Termination, of the Agreement. The Recipient is also responsible for ensuring the contract or purchase order require the awarded contractor and/or subcontractor comply with the terms of this Agreement and all applicable local and State of Florida laws and regulations governing procurement and receipt of state financial assistance, including, but not limited to, obtaining all legally required affidavits and certifications from its vendors. The Recipient shall ensure awarded vendor(s) systems are interoperable with bordering counties, regions, and adjacent state lines, and, if applicable, consistent with the NENA i3 Standard for NG911. The Recipient shall execute an amendment to any contracts and/or purchase orders where necessary to comply with this provision.

**5.1.1.3** Submit to the Department's Grant Manager a signed Attachment G, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, for any contractor or subcontractor performing work and receiving funding under this Agreement. The form must be received by the Department prior to executing a contract or purchase order or subcontract for work under this Agreement. Where a contract or purchase order has been executed prior to this Agreement's effective date, the Recipient shall provide the Department with documentation demonstrating it obtained the necessary certifications contemplated in Attachment G from its contractors and subcontractors.

**5.1.2 Deliverable 2. Improvement:** No later than October 1, 2026, unless given written permission by the Department in advance, the Recipient shall conduct, or cause to be conducted, PSAP enhancements procured in accordance with Recipient Deliverable 1. All purchases and installations shall be performed by the awarded vendor(s) in accordance with the contract terms for the Levy County PSAP enhancements project executed by the Recipient and its awarded vendor(s).

**5.1.2.1** Document requests for reimbursement using appropriate reimbursement attachment form. Ensure all requests for reimbursement for Recipient Deliverable 2 contain detail sufficient for audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, receipt of deliverable or service, copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers.

**5.1.3 Deliverable 3. Inspection:** No later than November 1, 2027, the Recipient shall conduct or cause to be conducted an inspection of the Levy County PSAP enhancements performed to verify that the contract deliverables are met or exceeded in accordance with the contract. If the contract has not been fully completed by the end of this Agreement, only those deliverables completed will be inspected.

**5.1.3.1** Document the inspection and indicate whether the performance has met or exceeded the PSAP enhancement project component(s) contract deliverables, including any executed acceptance letters demonstrating completion of deliverables, and submit to the Department no later than November 13, 2027.

**5.1.4 Deliverable 4. Reporting:** The Recipient shall report quarterly on the status of the Levy County PSAP enhancement project work procured in accordance with

Recipient Deliverable 1. These reports shall include the current status and progress of the PSAP enhancements project contract deliverables, and the expenditure of funds under this Agreement. The quarterly reports and Final Administrative Closeout Report will be submitted in accordance with Section 15, Reports, of the Agreement.

**5.1.4.1** Timely submit Attachment E, Quarterly Report within 30 days of the end of each quarter, and Attachment H, Administrative Close-Out Report, to the Department's Grant Manager. Attachment H is due no later than sixty (60) days after the termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

**6. PERFORMANCE MEASURES:** Deliverables must be met at the following minimum level of performance:

**6.1** **Procurement.** Execute a contract or purchase order with a vendor responsible for procuring equipment and services to provide Levy County with the PSAP enhancements specified. Execute any necessary amendments to a contract or purchase order to ensure compliance with the terms of this Agreement.

**6.2** **Improvement.** Conduct, or cause to be conducted, purchase and installation of i3-compliant equipment and services for PSAP enhancements.

**6.3** **Inspection.** Conduct or cause to be conducted an inspection of the Levy County PSAP enhancements project, as specified.

**6.4** **Reporting.** Prepare and submit the Quarterly Report and Administrative Close-Out Report as specified.

**7. FINANCIAL CONSEQUENCES**

**7.1** If the Recipient fails to comply with any term of this Agreement, then the Department shall take one or more of the following actions, as appropriate in the circumstances:

**7.1.1** Temporarily withhold cash payments pending correction of the deficiency by the Recipient;

**7.1.2** Disallow all or part of the cost of the activity or action not in compliance with this Agreement;

**7.1.3** Wholly or partly suspend or terminate the current award for the Recipient; or,

**7.1.4** Take other remedies that may be legally available.

**7.2** Additionally, the Department will provide no reimbursement or payment for any improvement that does not meet or exceed the standards established in the Levy County PSAP enhancements project contract.

**8. DEPARTMENT TASKS**

**8.1** The Department will review documents to ensure compliance with the terms of this Agreement in furtherance of monitoring the legislatively appropriated funds. Review of project documentation shall not be construed as an approval of the Recipient's project contract terms and conditions.

**8.2** The Department will not be responsible or liable for Recipient obtaining i3-compliant equipment or services, or performance of any terms in Recipient's contract with a vendor.

**9. METHOD OF PAYMENT:**

**9.1** The method of payment is cost reimbursement unless otherwise specified as an eligible Rural Community or Rural Area of Opportunity Payment.

**9.2** The Recipient will not receive payment in advance for goods or services described in this scope of work.

**9.3** The Recipient is responsible for the performance of all tasks and deliverables contained in this scope of work.

**10. LINE-ITEM BUDGET**

| | |
|---|---|
| **Amount Requested from the State in this Appropriations Project Request.** | **$99,739.69** |
| **Total** | **$99,739.69** |

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# Attachment B

## Program Statutes and Regulations

This is a non-exhaustive list of statutes and regulations. The Recipient shall be aware of and comply with all State and Federal laws, rules, policies, and regulations relating to its performance under this Agreement.

| | |
|---|---|
| Section 215.422, Florida Statutes | Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance |
| Section 215.97, Florida Statutes | Florida Single Audit Act |
| Section 215.971, Florida Statutes | Agreements funded with federal and State assistance |
| Section 216.181(16), Florida Statutes | Approved budgets for operations and fixed capital outlay. |
| Section 216.301, Florida Statutes | Appropriations; undisbursed balances. |
| Section 216.347, Florida Statutes | Disbursement of grant and aids appropriations for lobbying prohibited |
| Section 216.3475 Florida Statutes | Maximum rate of payment for services funded under General Appropriations Act or awarded on a non-competitive basis |
| Section 287.056, Florida Statutes | Purchases from purchasing agreement and state term contract |
| Section 287.057, Florida Statutes | Procurement of commodities or contractual services |
| Section 288.005, Florida Statutes | Return on investment is synonymous with Economic benefits, which means the direct, indirect, and induced gains in state revenues as a percentage of the State's investment. |
| Section 365.177, Florida Statutes | Transfer of 911 calls between systems |
| Chapter 273, Florida Statutes | State-Owned Tangible Personal Property |
| Chapter 69I-72 Florida Administrative Code | State-Owned Tangible Personal Property |
| Chapter 274, Florida Statutes | Tangible Personal Property Owned by Local Governments |
| Chapter 69I-73, Florida Administrative Code | Tangible Personal Property Owned by Local Governments |
| CFO MEMORANDUM NO. 20 | Compliance Requirements for Agreements |
| CFO MEMORANDUM NO. 01 | Contract and Grant Reviews and Related Payment Processing Requirements |
| Chapter 69I-5, Florida Administrative Code | STATE FINANCIAL ASSISTANCE https://apps.fldfs.com/fsaa/compliance.aspx |
| Reference Guide for State Expenditures | Reference Guide for State Expenditures http://www.myfloridacfo.com/aadir/reference_guide/ |

# Attachment C

## STATEMENT OF ASSURANCES

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

a) In receipt of the State funds, Recipient agrees to abide by all applicable local, State of Florida, and federal regulations and laws.

b) No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during their tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above.

c) Recipient will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, F.S.

d) Recipient will notify the Department promptly of any unusual existing condition which hampers the Contractor's work.

e) Recipient or its contracted and/or subcontracted vendor will obtain all required permits.

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# Attachment D
# Request for Reimbursement of Funds

Prepare an itemized request for reimbursement expenditures in each budget category for each deliverable. Attach copies of purchase orders and paid vouchers, invoices, copies of checks, journal transfers, and any other expenditure justifications which reflect the deliverables provided during the reporting period. If there is insufficient space, please include details in an attachment.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **County:** | Levy County | **Project Name** | PSAP enhancements | **Request Number:** | | **Request Date:** | |

| Budget Categories | | | | | | |
|---|---|---|---|---|---|---|
| Deliverable Items | Unit Price ($) | Quantity | Total Amount ($) | | Previous Request Amount ($) | Current Request Amount ($) |
| A. Systems (Hardware, Software, Equipment & Labor) | | | | | | |
| B. Services (i.e. Training, Maintenance and Warranty Items) | | | | | | |
| **Reimbursement Request Total** | | | | | | |

| **Approximate amount of funding available (Percentage) %** | |
|---|---|
| Documentation Received by: | |
| _____ | _____ |
| Signature of Authorized Official | Date |

## Attachment D (Continued)
## Request for Reimbursement of Funds
## ITEMIZED LIST FOR REIMBURSEMENT REQUESTS

RECIPIENT: Levy County AGREEMENT #: DMS-P3-26-07-05

| Recipient's Reference No. (Warrant, Voucher, Claim check, or Schedule No.) | Date of delivery of articles, completion of work, or performance services. | DOCUMENTATION<br>List documentation (Recipient's purchase order, signed inventory receipt, and name of the vendor or contractor/subcontractor) by category and line item in the approved project application and give a brief description of the articles or services. | Total Eligible Costs |
|---|---|---|---|
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| | | **TOTAL** | |

# Attachment E
## Quarterly Report

*(1st Qtr. Jul 1-Sep 30, 2nd Qtr. Oct 1-Dec 31, 3rd Qtr. January 1- March 31, 4th Qtr. April 1- June 30)*

**County:** Levy County
**Report Number:** _____
**Report Date:** _____

**Project Status Update** (include milestones completed, percentage completed, and schedule with estimated dates for completion. Include the program outcomes achieved, including any positive return on investments gained by this program)**:**

**Problems/Delays** (Describe **issues** or circumstances affecting completion date, milestones, the scope of work, and/or cost)**:**

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

**Notes:**

_____ _____
Signature of Authorized Official Date

# Attachment F
# Warranties and Representations

**Financial Management**

Recipient's financial management system must include the following:

(1) Accurate, current, and complete disclosure of the financial results of this project or program
(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.
(3) Effective control over and accountability for all funds, property, and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of this Agreement.
(6) Cost accounting records that are supported by backup documentation.

**Competition**

Any procurement shall be done in compliance with all local and State procurement rules and laws and done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate an unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements.

**Codes of Conduct**

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

**Licensing and Permitting**

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

# ATTACHMENT G

**Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion**

## Contractor Covered Transactions

(1) The prospective Contractor or subcontractor of Levy County certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by the State of Florida.

(2) In accordance with the requirements of section 287.135(5), F.S., the vendor certifies that it is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

(3) If the goods or services to be provided are $1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor certifies it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/

(4) The Vendor certifies it has completed and provided an affidavit signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in section 787.06, F.S.

CONTRACTOR:

| | |
|---|---|
| | Levy County |
| Company Name | Recipient's Name |
| | DMS-P3-26-07-05 |
| Name and Title | Department's Contract Number |

Street Address

City, State, Zip

Signature

Date

**THIS SPACE INTENTIONALLY LEFT BLANK**

# Attachment H
## Final Administrative Closeout Report

*(Due within sixty (60) days of completion of the activities contained in the Agreement or sixty (60) days after termination of the Agreement.)*

**County:** Levy County
**Report Number:**
**Report Date:**

**Project Status Update** (include milestones completed, percentage completed, and schedule with estimated dates for completion. Include the program outcomes achieved and if the product/service meets/exceeds/does not meet the requirements/standards/service performance)**:**

**Problems/Delays** (Describe **issues** or circumstances that affected completion date, milestones, the scope of work, and/or any open issues)**:**

**Lessons Learned** (State the lessons learned in terms of a problem or issue. Describe the problem, and identify recommended improvements to correct a similar problem in the future):

| Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget |
| --- |
| **Notes:** |
| _____ _____<br>Signature of Authorized Official Date |

# Attachment I
# Request for Payment to Rural Community or Rural Area of Opportunity
# (Rural Payment)

Prepare an itemized Request for Payment to Rural Community or Rural Area of Opportunity in each budget category for each deliverable. Attach copies of purchase orders, itemized invoices, and any other expenditure justifications which reflect the deliverables provided during the reporting period. If there is insufficient space, please include details in an attachment.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Recipient:** | Levy County | **Project Name:** | PSAP enhancements | **Request Number:** | | **Request Date:** | |

| Budget Categories | | | | | | |
|---|---|---|---|---|---|---|
| Deliverable Items | Unit Price ($) | Quantity | Total Amount ($) | | Previous Request Amount ($) | Current Request Amount ($) |
| A. Systems (Hardware, Software, Equipment & Labor) | | | | | | |
| B. Services (i.e. Training, Maintenance and Warranty Items) | | | | | | |
| **Request for Payment to Rural Community or Rural Area of Opportunity Total** | | | | | | |

| **Approximate amount of funding available (Percentage) %** | |
|---|---|
| Documentation Received by: | |
| _____ | _____ |
| Signature of Authorized Official | Date |

**Attachment I (Continued)**
**Request for Payment to Rural Community or Rural Area of Opportunity**
**ITEMIZED LIST FOR PAYMENT REQUESTS**

RECIPIENT: Levy County AGREEMENT #: DMS-P3-26-07-05

| Recipient's Reference No. (Warrant, Voucher, Claim check, or Schedule No.) | Date of delivery of articles, completion of work, or performance services. | DOCUMENTATION<br>List documentation (Recipient's purchase order, signed inventory receipt, and name of the vendor or contractor/subcontractor) by category and line item in the approved project application and give a brief description of the articles or services. | Total Eligible Costs |
|---|---|---|---|
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| | | **TOTAL** | |

10900 Nesbitt Avenue South
Bloomington, MN 55437



# Solution Summary
# Maintenance Services Order Form

| | | | |
|---|---|---|---|
| **Customer:** | Levy County Sheriff's Office | **Quote #:** | SO-001019269 |
| **Bill To Address:** | 9150 NE 80TH Ave<br>Bronson, FL 32621-3430 | **Quote Date:** | 2/5/2026 |
| | | **Quote Valid Until:** | 4/6/2026 |
| **Customer ID:** | LEVCOU0001 | **Master Maintenance Agreement #:** | |
| **Contact:** | Arica Lesher | **Region:** | West Public Sec |
| **Contact Phone:** | 352-486-5214 | **Customer PO:** | |
| **Account Executive:** | Brian Kelley | | |
| **Email:** | bkelley@onec1.com | | |

| Supported Sites<br>Address, City, State, Zip | Sold To | Total Annual Price |
|---|---|---|
| 9150 NE 80TH Ave, Bronson, FL, 32621-3430 | | $24,870.00 |

| | | |
|---|---|---|
| The term of this contract is for 12 months. | | |
| C1-Public Safety Managed Servies Renewal - May 1, 2026 - April 30, 2027 | Total Value for this MSO | $24,870.00 |
| | | |

This Solution Summary summarizes the documents(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "Seller") and Customer; or (ii) if no such applicable agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: https://www.onec1.com/agreements . If Customer's Agreement is a master agreement entered into with one of C1 predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: https://www.onec1.com/agreements . In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

For the purchase of Maintenance Services, C1 will determine the start date for the Maintenance Services upon C1's acceptance of the applicable Order.

For Maintenance Services or Managed Services that are provided for a term that exceeds twelve (12) months or are subject to renewal for any successive term(s), the Price shall be subject to annual increase as follows: upon completion of the first year of the term, the Price specified in a Solution Summary, Maintenance Services Order Form, or Statement of Work (as applicable) is subject to automatic annual increase by the lesser of: (A) five percent (5%), or (B) the CPI Adjustment (as defined below). The "CPI Adjustment" is a percentage equal to the amount of the increase in the unadjusted Consumer Price Index for all Urban Consumers as published in the Summary Data from the Consumer Price Index News Release by the Bureau of Labor Statistics, U.S. Department of Labor ("CPI"), reported in the month immediately preceding the month of completion of each annual period during the current term or renewal term (the "Current Period CPI") from the CPI reported for the same month twelve (12) months prior (the "Previous Period CPI"). The CPI Adjustment is calculated by: (1) subtracting the Previous Period CPI from the Current Period CPI to obtain the amount of the "Index Point Change", and (2) dividing the Index Point Change by the Previous Period CPI and multiplying that amount by 100.



CONFIDENTIAL AND PROPRIETARY INFORMATION OF C1

The pricing on this Order is based on the port and item counts provided to C1. If the actual quantities of ports that are maintained at the inception of this Order vary by more than five percent (5%) from the port count that had been provided to C1, and/or there is a discovery of additional items, C1 reserves the right to adjust the pricing for this Order to reflect the actual quantities being maintained.

In some cases, the Maintenance Services ordered hereunder (and the associated billing) may commence during the applicable Product warranty period. C1, at its discretion, may perform a true-up on a quarterly basis to reconcile future billing on any items that have been added (activated) or removed (deactivated) during the previous period.

LIMITATIONS OF LIABILITY

Notwithstanding any contrary provisions contained the in Legacy Master Agreement, ConvergeOne and Customer acknowledge and ag ree to the following: (a) Customer acknowledges that the Services may not function properly: (i) during any disruption of power at the Customer's location; (ii) during any disruption of internet connectivity to the Customer's location; (iii) during any period in which the Customer 's VoIP telephony service provider or Local Exchange carrier has cancelled or suspended delivery of services to Customer for any reason (including suspension or cancellation for failure to p ay or other default); (iv) during any period of Service outage or failure beyond ConvergeOne's reasonable control (including natural disasters, wide-spread telephony or Internet network failures or a service failure of ConvergeOne or its third party suppliers); (v) if Customer's equipment fails to function, is not proper ly configured or is defective. (b) SHOULD CUSTOMER, OR ANY PARTY CLAIMING TO HAVE IN ANY WAY RELIED UPON THE SERVICES, SUFFER ANY LOSS, DAMAGE, COST OR EXP ENSE FROM ITS USE, OR OPERATION OF THE SERVICES, THEN THE MAXIMUM AGGREGATE AMOUNT OF LIABILITY OF CONVERGEONE, ITS OFFICERS, EMPLOYEES AND AGENTS WILL BE LIMITED TO THE AMOUNT OF FEES PAID OR PAYABLE TO CONVERGEONE BY CUSTOMER DURING THE TWELVE (12) MONTH PERI OD PRECEDING THE FIRST ACT GIVING RISE TO LIABILITY FOR THE SERVICES THAT CAUSED OR ALLEGEDLY CAUSED SUCH LOSS, DAMAGE, COST OR EXPENSE. IN NO EVENT SHALL CONVERGEONE BE LIABLE OR OBLIGATED IN ANY MANNER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, COLLATERAL, CONSEQU ENTIAL, STATUTORY, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED HEREIN APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, EQUITY, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY AND STRICT LIABILITY IN TORT); (iii) EV EN IF CONVERGEONE IS INFORMED IN ADVANCE OF THE POSSIBLITY OF SUCH DAMAGES OCCURRING AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv)EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITAITON IS SEPARATE AND INDEPENDENT OF ANY OTHER REMEDY LIMITATIONS AND SHALL NOT FAIL IF SUCH OTHER LIMITATION OR REMEDY FAILS . IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS HEREIN, CONVERGEONE'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE. THESE PROVISIONS WILL NOT CREATE ANY THIRD PARTY BENEFICIARY RIGHTS OR BENEFITS TO PARTIES OTHER THAN CUSTOMER.

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____ TITLE: _____



CONFIDENTIAL AND PROPRIETARY INFORMATION OF C1

# Supported Site Details Appendix

| | | | |
|---|---|---|---|
| **Customer** | Levy County Sheriff's Office | **Quote #** | SO-001019269 |
| **Customer ID** | LEVCOU0001 | **Quote Date** | 2/5/2026 |

This Supported Site Details Appendix provides an itemized list of the Products and Price for each Supported Site included in the Summary Maintenance Services Order Form. Each Supported Site detail below is considered a separate Order Form under the Agreement.

Site Detail

| Address, City, State, Zip | Sold To | Address Code | Total Annual Price |
|---|---|---|---|
| 9150 NE 80TH Ave, Bronson, FL, 32621-3430 | | SHIP1 | $24,870.00 |

| Qty | Product # | Description | Coverage | Annual Unit Price | Total Annual Price |
|---|---|---|---|---|---|
| 1 | C1-MANAGED911SERVICE | C1 MANAGED 911 SERVICES<br>• 24x7x365 Monitoring of VIPER systems at Primary Site<br>• Provides 24/7 Unlimited Call-In Support<br>• Provides 24/7 Unlimited Onsite Support<br>• Provides 24/7 Online Customer Portal-Ticketing System Access<br>• Monthly E911 System Reports are provided every 30 days based on our 24/7 monitoring.<br>• Monthly Preventative Maintenance Scheduled for each 911 site.<br>Manufacture Trained & Certified E911 Field Engineers for onsite and remote support. | 5/1/2026-4/30/2027 | $24,870.00 | $24,870.00 |
| | | | | | |
| | | | | Total Value for Site | $24,870.00 |



CONFIDENTIAL AND PROPRIETARY INFORMATION OF C1

DATAMARK

Michael Baker
INTERNATIONAL





*May 28, 2026*

# DATAMARK PROPOSAL

# LEVY COUNTY, FL

DATAMARK

We Make a Difference

May 28, 2026

Arica Lesher, E-911 Coordinator
Levy County Sheriff's Office
310 School Street, Bronson, FL 32621

**RE: Proposal for GIS Data Hosting**

Dear Ms. Lesher,

The DATAMARK® team of Michael Baker International, Inc. is pleased to submit this proposal for GIS Data Hosting to Levy County Sheriff's Office (Levy County).

We are the nation's largest technical services organization serving public safety and GIS authorities with subject matter experts who have real-world experience developing and managing geospatial data that supports public safety, school safety, and government addressing systems. Our team provides award-winning software solutions and professional services to local, regional, statewide, and federal clients who require accurate, reliable, standards-driven, and NENA-compliant GIS datasets.

GIS professional services and software solutions are offered through GSA Federal Acquisition Services contract 47QRAA21D008D between Levy County and DATAMARK. GIS services are offered under SIN 541370GIS: Geographic Information Systems (GIS) Services and software solutions are offered under SIN 518210C: Cloud Computing and Cloud Related IT Professional Services.

DATAMARK is committed to Levy County's success and leveraging industry leading experience to deliver GIS solutions that exceed your expectations through expertise, innovation, and collaboration to solve complex geospatial challenges.

Sincerely,



Jeff Ledbetter, GISP, ENP
Client Success Manager
Jeff.Ledbetter@mbakerintl.com | (832) 217-9570

# PROPOSAL SUMMARY

This proposal, including pricing and Scope of Work, is a firm offer valid for 60 days after submission to Levy County that includes the following Software as a Service (SaaS) solution.

## SaaS Solutions

### SIN 518210C: Cloud Computing and Cloud Related IT Professional Services

- GIS Data Hosting

SaaS solution descriptions are provided in **Exhibit A: Scope of Work**.

| Pricing | |
|---|---|
| Total Pricing for SaaS Solutions | $13,329.97 |
| GRAND TOTAL | $13,329.97 |

Line-item pricing for SaaS solutions is provided in **Exhibit B: Pricing**.

## Project Implementation and Management

Implementation and project management of our proposed services and solutions are described in **Exhibit C: Project Management Methodology**.

# EXHIBIT A: SCOPE OF WORK

This Scope of Work is attached to and made part of the GSA Federal Acquisition Services contract 47QRAA21D008D between Levy County and DATAMARK, the public safety division of Michael Baker International, Inc.

DATAMARK's Scope of Work includes the following SaaS solution:

## SaaS Solutions

### SIN 518210C: Cloud Computing and Cloud Related IT Professional Services

- GIS Data Hosting

## GIS Data Hosting

DATAMARK will provide Levy County with GIS Data Hosting for **one year**.

GIS Data Hosting is delivered through software subscription, subject to an annual fee, and contracted through the execution of a SaaS Agreement. Software subscription fees include implementation, support, and maintenance of the solution through the term of the SaaS Agreement.

### Secure Hosting of GIS Data for Use in Approved Public Safety Systems

GIS Data Hosting provides authorized service and system providers with secure access to your GIS data for use in public safety systems such as CAD, AVL, 9-1-1 call handling, 9-1-1 call mapping, etc. Authorized providers are prevented from modifying or editing your data.

Providers must comply with token-based authentication via Esri REST End Point services.

DATAMARK can provide open and unsecured access to hosted data, if requested, but this requires prior written approval from Levy County and our team assumes no responsibility for data security.

### Maintenance of the Data Hosting Solution

DATAMARK will maintain the data hosting map service, locator service, and links to the hosted data. Our team will update the hosted dataset with new and revised data provided by Levy County once per month, following the schedule documented in our project plan.

### Data Upload and Data Maintenance

DATAMARK will provide Levy County with access to Michael Baker's secure file transfer solution to initially upload the GIS layers to be hosted, and to submit new and revised data following the schedule documented in our project plan.

Levy County can provide new or updated GIS layers once per month, following the schedule documented in our project plan. Updated GIS layers are to be submitted as an aggregated dataset that contains a naming attribute to support jurisdictional parsing for map services.

Levy County will be responsible for ongoing maintenance of the hosted GIS dataset, including corrections to feature classes and attribution. DATAMARK will not alter GIS data submitted for hosting, and our team will not be responsible for correcting errors that may be present in submitted datasets.

## Map Services

DATAMARK will parse the GIS data layers submitted by Levy County and configure map services for Levy County. Secure REST endpoints (URLs, etc.) will be provided to Levy County for access to its layers within the hosted dataset.

## Symbology and Labeling

DATAMARK will configure symbology and labeling to follow GIS best practices, authorized service and system provider requirements, and jurisdictional standards and policies. Symbology will be configured for all jurisdictions in the hosted datasets.

## Locator Services

DATAMARK will provide Levy County with a composite locator service, by jurisdiction, for the hosted GIS layers. Locator services can be configured within the systems that are authorized to access hosted GIS datasets by Levy County's system administrators.

## Access to Hosted Data for Authorized Providers

DATAMARK will authorize the following service and system providers with secure access to Levy County's GIS data:

**RapidDeploy Radius**

Our team will track access provided to authorized providers, and update access tracking when authorized providers are added, updated, or removed.

### Hosted Datasets

GIS Data Hosting is configurable to enable authorized providers to access selected layers or the complete GIS database. Authorized providers can access the following GIS layers:

| **NENA Required Layers** | |
|---|---|
| Road Centerlines | Site/Structure Address Points |
| Primary PSAP Services Boundaries | Provisioning Boundaries |
| Primary Emergency Services Boundaries (Police, Fire, Emergency Medical Services) | |
| **NENA Strongly Recommended, Recommended, and Other Data Layers** | |
| Street Name Alias Table | Neighborhood Community Boundary |
| Landmark Name Alias Table | Railroad Centerlines |
| Complete Landmark Name Alias Table | Hydrology Line |
| States or Equivalents | Hydrology Polygon |
| Counties or Equivalents | Cell Sector Location |
| Incorporated Municipal Boundary | Mile Marker Location |
| Unincorporated Municipal Boundary | Other Emergency Service Zone Boundaries |

## Client-Initiated Symbology and Layer Updates

Levy County can submit changes or updates to symbology and labeling, adding or removing layers, or adjusting fields in the locator once per year. Additional changes may be implemented but will incur additional fees. These changes are separate from the scheduled data updates documented in our project plan.

## GIS Data Hosting Tasks, Responsibilities, and Deliverables

### Levy County Tasks and Responsibilities

- Provide access to GIS data layers to be hosted by DATAMARK
- Provide the list of approved service providers and solution vendors to DATAMARK
- Advise DATAMARK when access to GIS Data Hosting needs to be changed

### DATAMARK Deliverables

- Provide access to approved service providers and solution vendors
- Track and document access for approved service providers and solution vendors

# EXHIBIT B: PRICING

This pricing is attached to and made part of GSA Federal Acquisition Services contract 47QRAA21D008D between Levy County and DATAMARK, the public safety division of Michael Baker International, Inc.

| | |
|---|---|
| **SaaS Solutions Total:** | **$13,329.97** |
| **Grand Total:** | **$13,329.97** |

## B-1: SaaS Solution Pricing
## SIN 518210C: Cloud Computing and Cloud Related IT Professional Services

DATAMARK will invoice Levy County the fixed price shown below for SaaS solutions upon execution of the GSA SaaS Agreement.

| GIS Data Hosting | Price |
|---|---|
| **GIS Data Hosting SaaS Subscription: Year 1** | $11,516.37 |
| **GIS Data Hosting: One-Time Fees (Setup and Configuration)** | $1,813.60 |
| **SaaS Solution Subtotal** | **$13,329.97** |
| **SaaS Solutions Total:** | **$13,329.97** |

# EXHIBIT C: PROJECT MANAGEMENT METHODOLOGY

DATAMARK will follow Michael Baker's project management methodology to oversee and deliver each phase of this project in close collaboration with Levy County. Our project management workflows and methods have been used for more than 85 years to effectively manage project plans, status, schedules, budgets, and contracting.

## Project Startup

Following execution of an agreement for services, DATAMARK will perform project startup tasks which include setting up budget management, developing the project plan, and scheduling a project kickoff meeting for project stakeholders.

DATAMARK uses Smartsheet, an end-to-end project management application, to manage project planning, scheduling, tasks, communications, and risk management. Smartsheet provides project team members and stakeholders with a web-based dashboard to track project and task status as well as review the schedule, communications plan, risk register, and change log through the life of the project.

## Project Kickoff Meeting

DATAMARK will conduct a virtual project kickoff meeting to introduce project team members, define team member roles, and discuss the project's milestones, objectives, timeline, and approach. Topics discussed during the kickoff meeting will be documented in the project plan.

## Project Management Plan

The Project Manager will create a Project Management Plan (PMP) to document project operations, budget, contracts, and quality, based on Levy County's project specifications and the finalized scope of work.

The PMP includes the reporting schedule and communication processes established during kickoff along with a risk register to track risks and mitigation plans. Throughout the project, the PMP will be used to document and track:

- Project stakeholders and their project responsibilities
- Project approach and objectives
- Project communication processes
- Risk and decision management
- Project schedule, budget, and progress tracking
- Progress tracking of project milestones and deliverables

The PMP is updated by the Project Manager and updates are communicated to the project team and stakeholders through the life of the project. The most current version of the PMP can be viewed by the project team and stakeholders through the Smartsheet project portal.

## Scope, Schedule, and Budget Tracking

DATAMARK's Project Manager will use Smartsheet to track the project's scope, schedule, and budget from startup through completion. The Project Manager will provide regular communication with the project team to maintain focus, manage workflow efficiency, and monitor progress toward task completion.

## Project Status Reporting

The Project Manager will provide regular project status reports to the project team and stakeholders following a schedule developed during the project kickoff meeting. Project status reports include a Project Summary, Action Items, Work Completed, and a list of Issues and Risks. Project stakeholders will be provided access to Smartsheet's web portal to view project status in real time and review the most current project schedule, communications plan, risks, tasks, and project change log.

## Project Invoicing

The Project Manager will deliver invoices to Levy County. Invoicing will adhere to all applicable terms and conditions outlined in the project's Services Statement of Work and/or SaaS Agreement.

## Project Management Tasks, Responsibilities, and Deliverables

### Levy County Tasks and Responsibilities

- Participate in project kickoff meeting
- Review and approve the project plan, schedule, invoices, and other project documents

### DATAMARK Deliverables

- Schedule and conduct the project kickoff meeting
- Schedule project status meetings and provide project status reports
- Deliver the PMP, schedule, and other project documents
- Deliver invoices to Levy County

Levy County, Florida NGCS  Budgetary Quote: 1/10/24  Population Served  45,260

| Line | Quantity | Description | Accounting Metric | Unit Price | Line Total |
|---|---|---|---|---|---|
| 1 | | **Monthly Recurring Charges** | | | |
| 2 | | **NGCS Core Services** | | | |
| 3 | 1 | Location Services | Population | $905.20 | $905.20 |
| 4 | 1 | i3 Routing Services | Population | $2,263.00 | $2,263.00 |
| 5 | 1 | Network Services -Actual cost for diverse carriers* | PSAP | $1,258.58 | $1,258.58 |
| 6 | 1 | Text for 911 - Texty - | Population | $452.60 | $452.60 |
| 7 | 1 | MEVO Disaster Recovery | Population | $248.93 | $248.93 |
| 8 | | NGCS Monthly Recurring Subtotal | | | $5,128.31 |
| 18 | | **Monthly Total (MRC)** | | | **$5,128.31** |
| 19 | | **Non-Recurring Charges** | | | |
| 20 | 1 | NGCS Core Services Implementation Fee | Primary PSAP | $4,923.18 | $4,923.18 |
| 25 | | **Implementation Total (NRC)** | | | **$4,923.18** |

Milestone 1- NRC Due at Contract Signature (net 45 days)
Milestone 2 - Network Charges start at Phase 1 (net 45 days)
Milestone 3 - Full MRC starts a completion of Phase 2 (net 45 days)

| | |
|---|---|
| Year 1 Cost | $66,462.90 |
| Year 2 Cost | $61,539.72 |
| Year 3 Cost | $61,539.72 |
| Year 4 Cost | $61,539.72 |
| Year 5 Cost | $61,539.72 |
| **Five Year Total** | **$312,621.78** |

* Network will be actual cost for diverse carriers

** Network diversity is required before contracting**

## Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Kelli Caudill, Planner II
2. **Department:** Development Services
3. **Meeting Date:** Tuesday, September 8, 2026
4. **Requested Action:**
   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.
5. **Cost & Funding Source:**
   No cost associated with this petition.
6. **Justification of Request:**
   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.

Levy County Board of County Commissi
Planning and Zoning Department
320 Mongo Street, Bronson, Florida, 32621
Office: 352.486.5203

# Special Exception Application

*additional fees may be due for the costs of engineers, legal counsel, or other professional consultants that are retained by the County in connection with review of any application or permit.*

**Required:**

☐ Current recorded deed.

☐ Proof of taxes paid.

☐ A site plan that conforms to Sec. 50-775

☐ A legal description of the property.

☐ A narrative description of the project in sufficient detail to provide an understanding of the nature of the development proposal and a statement describing how the special exception meets all the requirements, criteria, and standards for approval set forth in this code.

Owner(s) Name: Kirby Family Farm Inc

Owner(s) Address: 19630 NE 30TH St., Williston, FL 32696

Owner(s) Phone: 352-812-5661 Owner(s) Email: daryl@kirbyfarm.com

Agent Name (if applicable): _____

Agent Address: _____

Agent Phone: _____ Agent Email: _____

Parcel ID Number(s): 051110020A

Property address (if applicable): 19630 NE 30TH St., Williston, FL 32696

**Levy County Board of County Commissi**
Planning and Zoning Department
320 Mongo Street, Bronson, Florida, 32621
Office: 352.486.5203

Please indicate what type of Special Exception you are applying for:

☐50-756. Agricultural operation, intensive.

☐50-757. Educational facilities.

☐50-758. Recreational Vehicle (RV) Park/Campground

☐50-759. Mining.

■50-760. Place of Religious Assembly, Civic Organization or Membership Club with outdoor uses.

☐50-761. Electric Generating Facilities.

I (we) certify that the above information is true and correct to the best of my knowledge and belief. By submitting this application I (we) am (are) voluntarily granting permission to Levy County officers, employees, and agents to enter onto and inspect the property that is subject to this application at all reasonable times for determining the suitability of the applied for development order and for compliance with County development regulations contained within the Levy County Code of Ordinances and Comprehensive Plan. I (we) further acknowledge that refusing access to Levy County officers, employees, and agents is grounds for and may result in my application being denied. I (we) further acknowledge and affirm that if this application is granted, I (we) have a continuing obligation to development, maintain and operate the conditional use in conformance with County Code and all applicable laws. Failure to do so may result in revocation of the conditional use approval.

PRESIDENT _____ 6/3/26 _____

Owner Signature Date

_____ _____

Agent Signature Date

**Levy County Board of County Commiss**
Planning and Zoning Department
320 Mongo Street, Bronson, Florida, 32621
Office: 352.486.5203

**Staff Use Only**

Fee Paid:_____

Parcel ID(s): _____

FLU:_____ Zoning: _____ Flood Zone: _____

Date Staff report prepared:_____

Date of Planning Commission Meeting: _____

Proof of Mailings: ☐Yes Date:_____ ☐No

Proof of Site Posting: ☐Yes, Date:_____ ☐No

Ad Published: ☐Yes, Date_____ ☐No

Recommended: ☐Approval ☐Denial

Date of BOCC Meeting: _____

Proof of Mailings: ☐Yes Date:_____ ☐No

Proof of Site Posting: ☐Yes, Date:_____ ☐No

Ad Published: ☐Yes, Date_____ ☐No

☐Approved ☐Denied

Notes:

_____

_____

_____

_____

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

## LEVY COUNTY

## Planning and Zoning Department

| | |
|---|---|
| Date: | August 25, 2026 |
| From: | Kelli Caudill, Planner II |
| Case: | Special Exception, SE 26-01 |
| Applicant: | Kirby Family Farm, Inc. |
| Subject: | Special Exception pursuant to allow a Civic Organization use on approximately 110.35 acres of land located in Section 07, Township 13 S, Range 19 E, Levy County, Parcel number 051110020A. |

**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

## Standards for Review of Land Development Special Exception

Article II. – Administration

Division 2. Planning Commission

Sec. 50-55 – Powers, duties, and authority (a) (1) d *Review proposed land development regulations and land development codes or amendments thereto, and make recommendations to the board of county commissioners as to consistency of the proposal with the adopted comprehensive plan or element or portion thereof.*

**The proposed Land Development Code Special Exception is consistent with the Comprehensive Plan, specifically Economic Element 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.***

**The requested Special Exception is seeking to secure formal land use approval for the existing Civic Organization operations, bringing the site into full compliance with Levy County zoning regulations**.

## Application Overview

The applicant is requesting a Special Exception under Sec. 50-760 to allow civic and community organization uses within the R1 (Residential) zoning district. Kirby Family Farm, Inc. is a Florida nonprofit organization located on approximately 110.35 acres near the municipality of Williston. Specifically, Parcel number 051110020A, 19630 NE 30th St. Williston. The property abuts large tracts of R-1 zoned properties to the north, south and west, and industrially zoned properties to the east.

Kirby Family Farm, Inc. has been in operation since 2011 as a community outreach organization, providing civic, educational and community services to youth and families. The site includes a working antique train and several amusement rides in addition to outreach facilities and interactive agricultural experiences.

While the applicant did not previously secure official county-level permits for their facilities, the operation has consistently maintained adherence to all State of Florida regulatory requirements, including passing all mandatory state inspections for its on-site trains and amusement rides. The goal of the Special Exception application is to bring Kirby Family Farm, Inc. into compliance with Levy County zoning regulations and allow it to continue operating within Levy County zoning framework.

LEVY COUNTY

The applicant has provided a detailed narrative of the existing operation along with their justification for making this request as it relates to Sec. 50-760. As well as all State Certifications and inspections and proof of liability insurance.

---

## Staff Analysis

Planning staff reviewed the proposed Special Exception to determine if it meets the following criteria:

1. The proposed Special Exception is consistent with the purposes, goals, objectives, and policies of the Levy County Comprehensive Plan.

2. The proposed Special Exception implements the best planning practices for Levy County.

3. The proposed Special Exception is consistent with the intent of any applicable zoning district.

After review and consideration staff finds the following:

1. ***Compatibility with Sec. 50-760. - Place of religious assembly, civic organization or membership club with outdoor uses.***

   The Special Exception is compatible with the requirements of Sec. 50-760

   **(1) The minimum lot area is one acre when located within a Municipal Service District (MSD) and three acres when located outside of an MSD.**

   The subject property consists of approximately 110.35 acres and is located within the Municipal Service District. Based on the properties acreage and location within the MSD, this property meets the minimum lot size requirements for Sec. 50-760.

   (2) **Buffering and screening shall be provided as appropriate for the adjoining land uses based on the requirements in section 50-775**.

   The surrounding properties and adjacent land uses were reviewed to determine the applicable buffering and screening requirements under Sec. 50-775. The parcel currently provides natural screening along the property boundaries adjacent to the R-1, A/RR and Industrial zoning surrounding the property. A Site plan will be required to determine compliance with additional buffering requirements as stated in Sec. 50-384.

LEVY COUNTY

**(3) All parking shall be located on-site.**

A site plan will be required to determine applicable parking requirements are adhered to. All parking must remain on site. No parking is currently proposed or anticipated within County right-of ways or adjacent properties.

**(4) The lot must have direct access on a paved county or state road.**

Subject property has direct access to an easement that connects to NE 30th Street, which is a County paved road. A site plan will be required to determine all Roads and engineering requirements for access and connectivity are being adhered to.

(5) **Where athletic fields or other outdoor uses that include lighting and installation and/or use of an audio system are adjacent to property zoned RR, R-1, R-2, or RR-3C or any property developed with existing dwellings, the board may impose such site specific conditions as they deem necessary to address compatibility and limit off-site impacts. Outdoor uses are limited to the hours of 8:00 a.m. to 8:00 p.m., unless otherwise specified in the special exception**.

Sec. 50-760 requires that outdoor uses are limited to the hours of 8:00 am to 8:00 pm unless otherwise specified in the Special Exception. The applicant has not provided information on proposed hours of operation.

2. ***Neighborhood Compatibility***

15 years of continuous operation provides a baseline for evaluating historical neighborhood compatibility. Kirby Family Farm, Inc. has operated since 2011 without documented, unresolved negative external impacts on surrounding properties.

3. ***Infrastructure Safety***

The trains and amusement rides have been consistently maintained and inspected under Florida Department of Agriculture and Consumer Services, Division of Consumer Services, Bureau of Fair Rides Inspection, minimizing public safety risks.

4. ***Zoning Alignment***

The Special Exception establishes a formal framework to bring the existing use into alignment with local regulations. This process allows Levy County to codify boundaries, providing a clear path toward full compliance and future operational stability.

LEVY COUNTY

## Staff Recommendations

**Should the Planning Commission vote to recommend approval of the requested Special Exception, Staff recommends the following conditions to ensure ongoing compliance and safety:**

1. **State Safety Certifications:** The applicant must submit annually copies of all current State of Florida inspection reports and certifications for all trains and amusement rides to the Levy County Building and Zoning Department and provide all permits and approvals annually verifying compliance with all agencies including but not limited to SWFWMD, FDAC, etc.

2. **Permitting Requirements:** The applicant shall apply for and obtain all necessary after-the-fact county building permits for existing unpermitted structures and ride foundations within 90 days of this approval.

3. **Scope of Operations:** The primary use of the property shall remain a civic and community organization dedicated to youth outreach and educational programs. Any major expansion of the outdoor amusement uses beyond the existing footprint shall require an amendment to this Special Exception.

4. **Code Compliance:** The facility must remain in continuous compliance with all other applicable state, federal, and local health, safety, and environmental regulations.

LEVY COUNTY

## Planning Commission Recommendations

The Levy County Planning Commission heard Application SE 26-01 on August 24, 2026. The Commission recommends the following:

- The Planning Commission recommends approval with the following conditions

  - Removal of the condition to require proof of state certifications/inspections
  - Update the requirement to **apply and obtain** all necessary after the fact permits within 90 days to state the applicant shall **apply** for all necessary after the fact permits within 90 days.
  - Suggested adjusting hours of operation to 8:00 am to 10:00 pm
  - Suggested the Board of County Commissioners can direct staff to not take code enforcement actions if all conditions are in progress
  - Suggested that the applicant submit detailed plans for road access

**Kirby Family Farm Special Exception Request**

**To Whom It May Concern**:

My name is Daryl Kirby, representing Kirby Family Farm Inc., a nonprofit educational organization serving families in Levy County.

**Written statement for Special Exception Request**
**Property: Parcel ID** 051110020A, Levy County, Fl
**Current Zoning:** R-1
**Requested Special Exception Request:** Civic/Community Use under Sec. 50-760

**1. The reason why said exception(s) should be approved**: The subject property is currently designated as R-1 Zoning. While this designation allows certain activities, zoning may not explicitly permit the full scope of Kirby Family Farm's operations and mission. Under this zoning, a special exception permit is allowed if approved. Kirby Family Farm, Inc. is requesting a Special Exemption under the R-1 Residential District pursuant to Levy County Land Development Code Sections 50-760 to allow civic/community uses on the property.

**This request will allow Kirby Family Farm to continue providing vital support, resources, and community services in compliance with County regulations.**

Kirby Family Farm is a nonprofit organization that provides enrichment, civic/community services, agricultural and historic experiences, life-skills training, mentorships, and other programs that serve youth and families throughout Levy County and surrounding areas. These services are community-oriented and are consistent with the intent of allowing civic and community use through the Special Exception process. Approving this Special Exception will allow Kirby Family Farm to continue offering their services and community programs in compliance with the standards established in the Levy County Land Development Code listed above. The organization will continue to comply with all applicable County regulations as it has since 2011.

**2. Any public purpose that the Special Exception Request would serve:**

**The Special Exception Request serves the public** by allowing Kirby Family Farm's 501c(3) nonprofit current mission and operations to continue which are organized for religious, charitable, scientific, literary, and educational purposes under Section 501c (3). By continuing the operations and missions it supports:

- **Filling a Critical Need:** Providing support and enrichment in a rural county where resources are limited and 20% of Levy County's residents are under the age of 18.
- **Supporting Youth and Families:** Offering free support, resources, and programs for young people and their families, including at risk, special needs, medically challenged, and foster youth. This is important when 24.1% of Levy County residents under 18 live below the poverty line.
- **Strengthening the Community**: We promote history, promote agriculture experiences, and create volunteer opportunities.
- **Driving Economic Impact:** Supports tourism and local economic impact by drawing visitors and financial revenue to local businesses.

- **Enables Kirby Family Farm to continue:** to maintain already established programs, operate and grow responsibly as a positive community resource enriching the lives of its citizens.

**3. How the proposed exception request is applicable County-wide in lieu of addressing a singular parcel or incident:**

**This request supports Levy County's long-term goal of providing community and civic opportunities for its residents while preserving the rural character of the community.** Civic and community services are valuable resources that benefit families throughout the county, particularly in rural areas where access to these services may be limited. Granting this Special Exception demonstrates how nonprofit organizations can successfully operate in residential districts when and if they are compatible with surrounding properties and comply with Levy County Development standards. This approach encourages community enrichment centers and agencies, agricultural and historic experiences, youth training and development, and community engagement without requiring changes to the underlying zoning. The support this shows for county residents is significant and substantial.

**The approval of this Special Exception is not intended to benefit only one parcel but rather supports the County's broader vision of allowing community serving entities to enhance the quality of life for its residents throughout Levy County while protecting the character of residential neighborhoods.**

**4. How the proposed exception is consistent with the intent and purpose of the Levy County Comprehensive Plan:** The proposed Special Exception Request is consistent with the following elements of the Levy County Comprehensive Plan. The Plan encourages preserving rural character, protecting historic resources, supporting educational opportunities, and making better the quality of lives for its residents. Kirby Family Farm embodies those goals every day.

- **Economic Element *Goal and* (*Objective 1):*** "Promotes the growth of a strong, stable and prosperous economy". This is achieved by recognizing the consistent economic impact generated by Kirby Family Farm's ongoing operations since its opening in 2011. *(As worded in the plan)* "Develop strategies and support programs that promote diversified enhanced educational and training opportunities and support existing businesses."
- **Future Land Use Element *(Objective 7, Policy 7.5)* "Historic resources shall be protected by designation as historic sites by the State or the County."** This requested Special Exception is consistent by supporting the preservation, appreciation and education of Levy County's historic resources. On May 16, 2025, Kirby Family Farm's Historic Train Depot was officially recognized by the State of Florida Historical Registry. The site is also home to the largest intact display in the world, of the Ringling Brothers and Barnum & Bailey Circus Train, also recognized by the State of Florida's Historical Registry.
- **Rural Character: Because Kirby Family Farm preserves open space and agricultural land** while providing community enrichment and civic activities that are compatible with neighboring properties. The location is perfectly placed. The western

boarder is 100 feet from the middle-high school. The entrance shares a corner with the elementary school. The eastern border, over three quarters of a mile, completely borders an active railroad and industrial zoned property. Its location preserves the "rural quality of life" and does not place undue strain on county services or the environment.

**5. Statistics, studies, background data, and/or analysis in support of the Specific Exception Request and how it will be enforced.**

- **Demand:** Data shows the proven success of Kirby Family Farm's civic and economic impacts since 2011.
- **Traffic Impact:** Kirby Family Farm has demonstrated success continuously in handling traffic patterns since 2011.
- **Enforcement:** This project will be enforced through Levy County's Site Plan Review process. Per LDC section 50-768, Lot Cover Regulations state; Maximum impervious coverage expressed as a percentage of the lot size R-1 10 acres or greater = 10%. All existing structures meet R-1 setback requirements. All future structures will meet R-1 setback requirements.

**Proven Success Since 2011**

| | | | |
|---|---|---|---|
| **Community Impact** 15 years of providing programs and services that strengthen families and supports local education. | **Economic Benefit** Events and programs generate visitors and revenue that support local businesses and Levy County's economy. | **Educational Value** Unique Hands-on agriculture and historic preservation, life skills training and development for youth and families. | **Responsible Operation** A track record of safe well-managed events and programs with minimal impact on neighbors and resources. |

Sincerely,

Daryl Kirby


NOTICE


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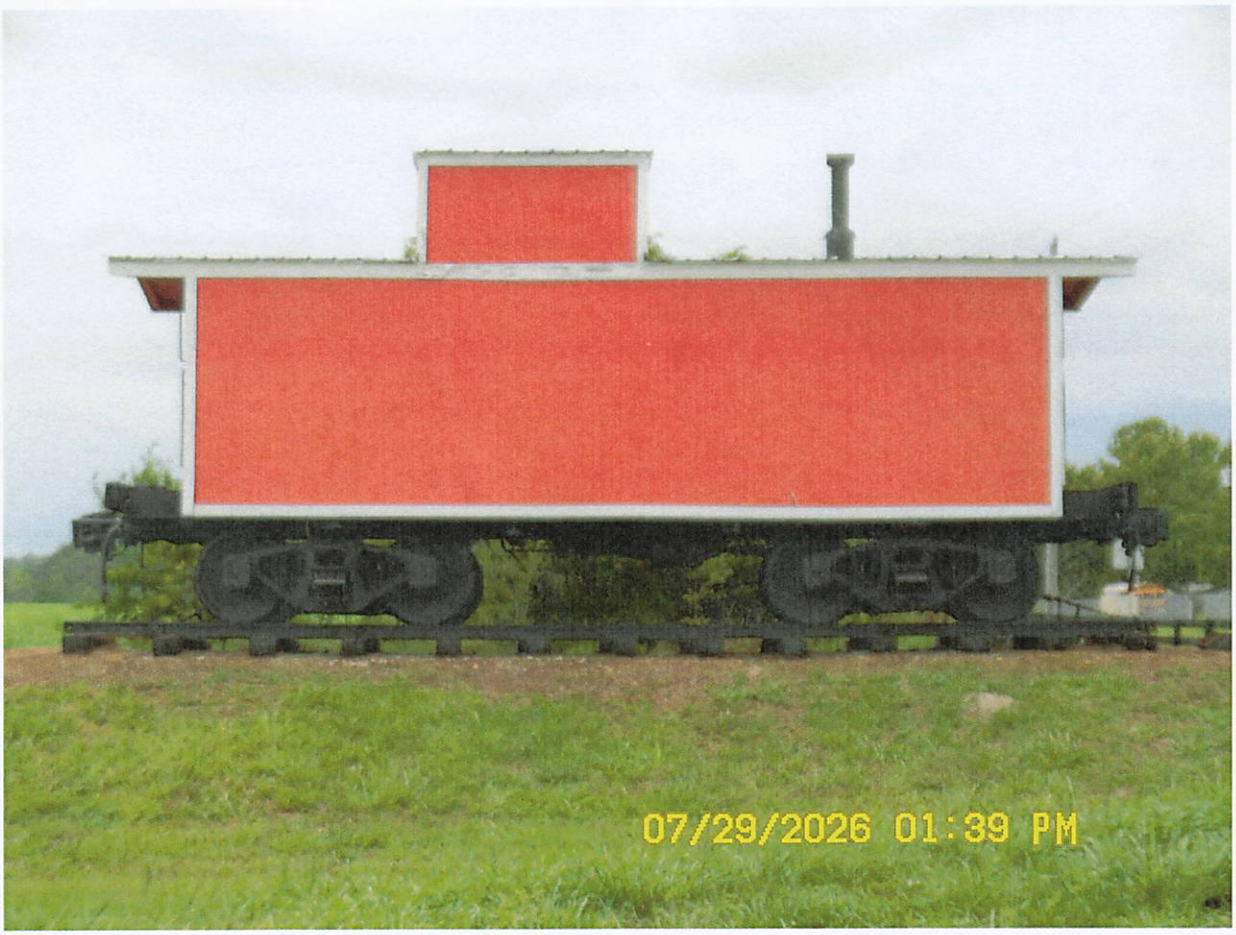
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ENTER
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EXIT
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ROCK N ROLL
HOUSE
FUN
ENTER
Kubota
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BANK
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CHAPEL
BARBER
07/29/2026 01:50 PM


FRONTIER HOTEL
FRONTIER
CHAPEL
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ENTRANCE
VARIETY STORE
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TERRITORIAL MERCANTILE
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GO NUT
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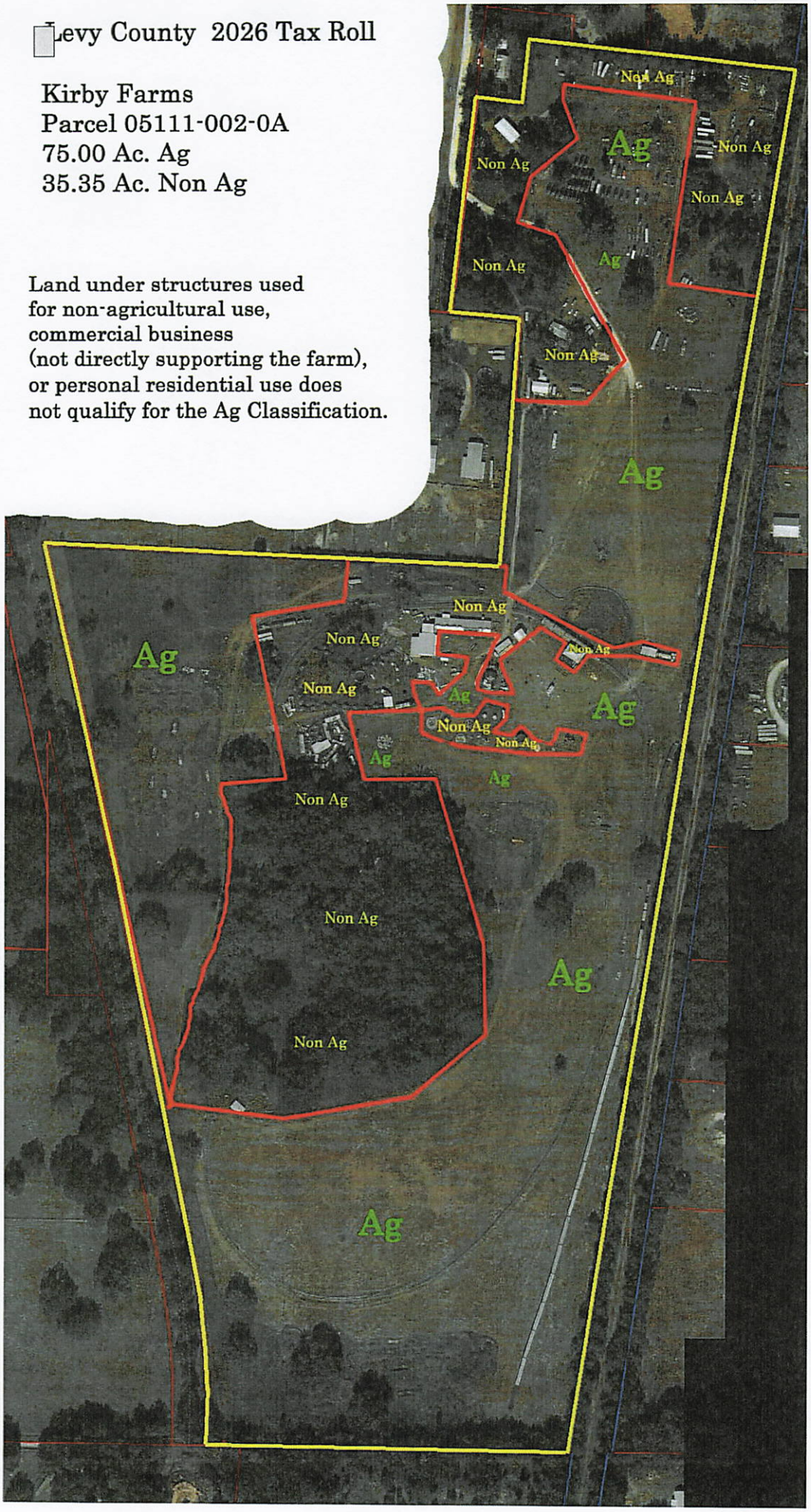
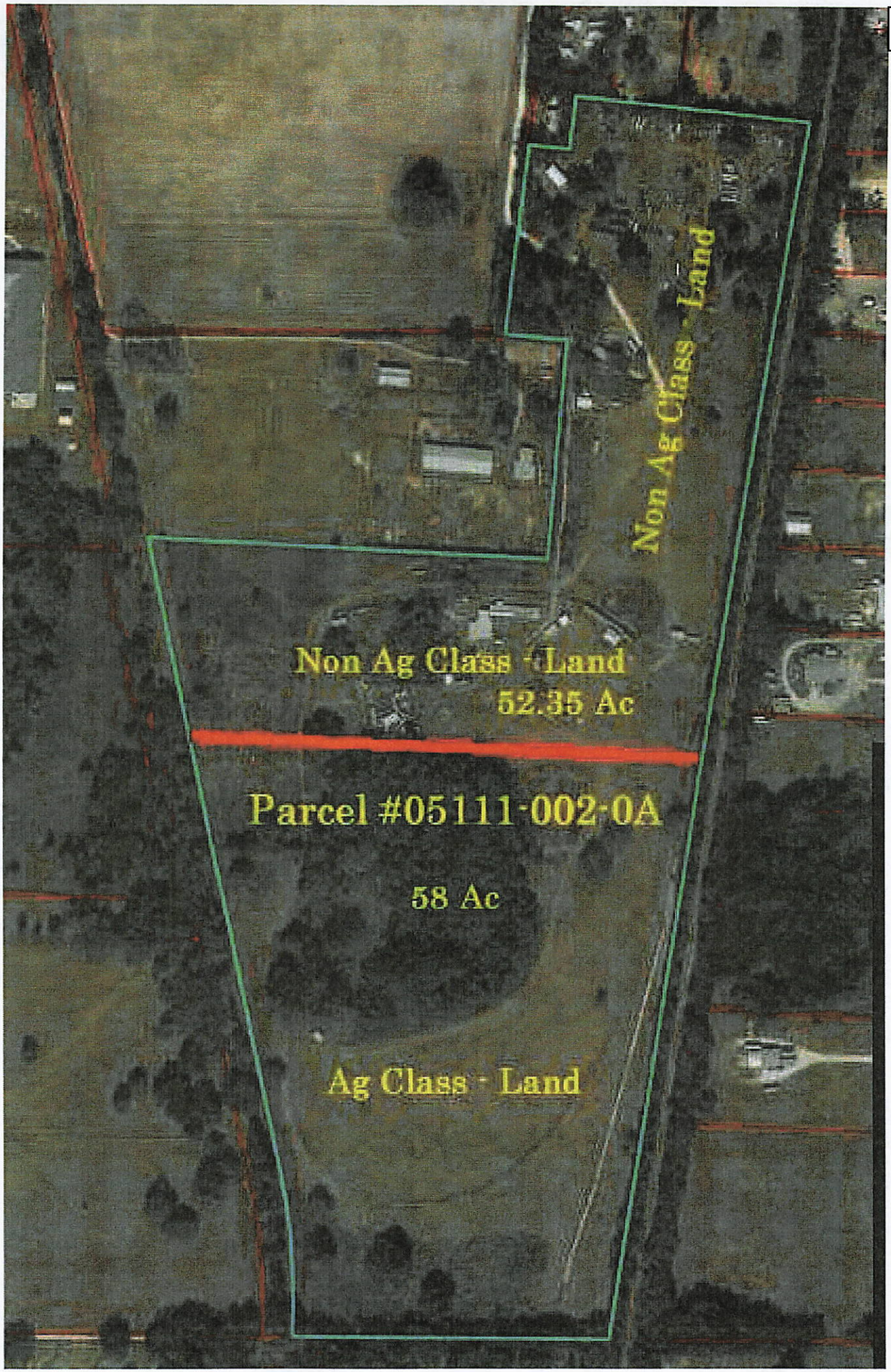
Levy County 2026 Tax Roll

Kirby Farms
Parcel 05111-002-0A
75.00 Ac. Ag
35.35 Ac. Non Ag

Land under structures used
for non-agricultural use,
commercial business
(not directly supporting the farm),
or personal residential use does
not qualify for the Ag Classification.

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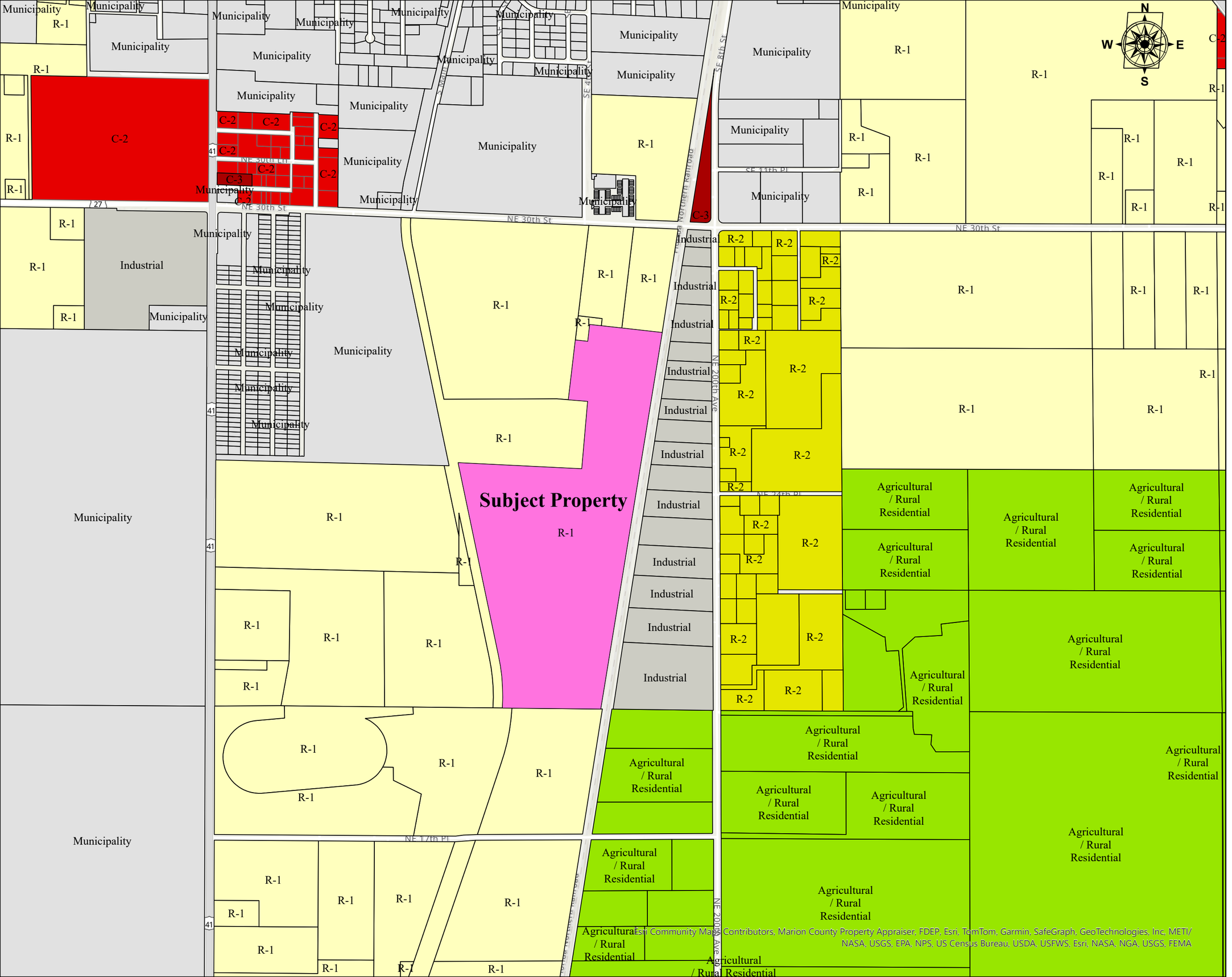
Non Ag Class - Land
52.35 Ac
Parcel #05111-002-0A
58 Ac
Ag Class - Land




# Map Title: Item 3.

**Kirby Family Farm**

## Legend

- Subject Property Zoning
- Agricultural / Rural Residential
- C-1
- C-2
- C-3
- C-4
- Conservation-Natural Reservation
- Forestry / Rural Residential
- Industrial
- Municipality
- Public
- R-1
- R-2
- RMU
- RR-3C
- Recreation
- Rural Residential

**Date: August, 07, 2026**

**Prepared by:**

**Nasim Ghasemi**

**Planning Department**

## Scale

0 0.040.08 0.16 0.24 105 Miles

Esri Community Maps Contributors, Marion County Property Appraiser, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Esri, NASA, NGA, USGS, FEMA


NOTICE
LAND USE ACTION








CERTIFIED MAIL






CERTIFIED MAIL


CERTIFIED MAIL

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# NOTICE OF COUNTY COMMISSION PUBLIC MEETING

Public hearings on the petitions described below will be conducted by the **Levy County County Commission on Tuesday, September 8, 2026 at 6:00 p.m**. or as soon thereafter as the matter may be heard during the course of action. Said hearing will be held in the Levy County Government Center Auditorium, 310 School Street, Bronson, Florida.

**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:** 051110020A

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 Department, 310 School Street Bronson, FL 32621. For information call 352-486-5198. Interested parties may appear at the meeting and be heard regarding the proposed petitions.

## Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Kelli Caudill, Planner II
2. **Department:** Development Services
3. **Meeting Date:** Tuesday, September 8, 2026
4. **Requested Action:**
   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.
5. **Cost & Funding Source:**
   No cost associated with this ordinance.
6. **Justification of Request:**
   An Ordinance of the Board of County Commissioners of Levy County, Florida making certain findings; providing definitions; declaring a temporary moratorium on the acceptance, review, processing, or approval of applications for development permits and development orders for data center facilities; providing for no effect on existing development approvals; providing for the area of applicability; providing for severability and providing for an effective date.

PROPOSED REVISIONS ADOPTED BY THE LEVY COUNTY PLANNING & ZONING COMMISSION AT ITS REGULAR MEETING ON AUGUST 24, 2026 IN RED UNDERLINED TEXT AND RED STRIKETHROUGH

# 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.**

**WHEREAS,** the Board of County Commissioners of Levy County, Florida (the "**Board**"), has authority pursuant to Article VIII, section 1(f) of the Florida Constitution and Chapter 125, Florida Statutes, to protect the public health, safety, and welfare and to enact ordinances for valid county purposes that are not inconsistent with general or special law; and

**WHEREAS**, Levy County is located within a coastal region, an area that relies heavily upon groundwater resources from the Floridan Aquifer system, which has historically been subject to significant management and conservation efforts due to saltwater intrusion risks and long-term sustainability concerns; and

**WHEREAS,** on June 30, 2026, the Board directed staff and the county attorney to prepare an ordinance instituting a temporary moratorium on the submission, acceptance, processing, review, approval, or issuance of applications and county approvals for developments involving data centers, large-scale data centers, large load customer facilities, and associated facilities within the unincorporated areas of Levy County; and

**WHEREAS**, Chapter 163, Florida Statutes, authorizes and requires local governments to adopt and enforce comprehensive plans and land development regulations governing the use and development of land within their jurisdictions; and

**WHEREAS**, Chapter 2026-65, Laws of Florida, created section 163.326, Florida Statutes, which recognizes that facilities with substantial electric or other utility demands, including data centers and other large load customers, may present unique planning, infrastructure, environmental, compatibility, and public-facility considerations; and

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**WHEREAS**, section 163.326, Florida Statutes, expressly provides that local governments maintain authority to exercise the powers and responsibilities for comprehensive planning and land development regulations granted by law with respect to large load customers; and

**WHEREAS**, Chapter 2026-65, Laws of Florida, also amended Chapter 373, Florida Statutes, to address consumptive-use permitting for large-scale data centers and recognizes the substantial water-resource considerations that may be associated with such facilities; and

**WHEREAS**, data centers, large-scale data centers, large load customer facilities, and associated facilities may require significant and continuous electric demand, water supply, cooling infrastructure, wastewater capacity, stormwater infrastructure, backup generation, fuel storage, battery storage, fire protection, emergency response planning, security infrastructure, telecommunications infrastructure, and related public facilities and services; and

**WHEREAS**, the construction and operation of such facilities may result in potentially substantial noise, vibration, lighting, thermal, visual, and environmental impacts, generate significant construction activity and traffic, including traffic during construction activities, and place increased demands on roads, emergency services, utilities, and other public infrastructure; and

**WHEREAS**, Levy County contains substantial areas designated or used for agriculture and commercial forestry, together with extensive conservation, wetland, floodplain, groundwater-recharge, and environmentally sensitive lands, and the compatibility of industrial-scale computing facilities with those lands and with nearby residential and community uses requires careful study and locally appropriate regulation; and

**WHEREAS**, Levy County presently lacks comprehensive plan policies and land development regulations specifically addressing the location, scale, design, operation, infrastructure demands, cumulative impacts, emergency-service needs, water-resource demands, environmental impacts, and decommissioning of data centers, large-scale data centers, large load customer facilities, and associated facilities or any similar uses that may be considered “data centers”; and

WHEREAS, “Data Centers” or other similarly named uses described in the above recital are not currently allowed in any land use or zoning category in Levy County; and

**WHEREAS**, the County can not currently accept or approve applications for such facilities before the County completes a review of the land use issues involved with the development of such facilities and requires the necessary time to conduct such review to

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assure that the development of such facilities, if allowed, is not inconsistent ~~acceptance or approval of applications for such facilities before the County completes that review could result in development that is inconsistent~~ with regulations later determined necessary to protect the public health, safety, welfare, natural resources, infrastructure, and orderly development of Levy County; and

**WHEREAS**, temporary land-use moratoria are a recognized planning tool used to preserve the status quo while a local government studies and adopts appropriate comprehensive-plan and land-development regulations; and

**WHEREAS**, the Board finds that a temporary moratorium of limited duration is reasonable and necessary to allow sufficient time for technical study, intergovernmental and utility coordination, public participation, drafting, notice, and hearings, transmittal if required, adoption, and implementation of appropriate regulations; and

**WHEREAS**, the Board finds that a temporary moratorium of limited duration is not in and of itself a more restrictive or burdensome comprehensive plan amendment, land development regulation, or development-review procedure within the meaning of section 252.422, Florida Statutes; and

**WHEREAS**, the Board intends this Ordinance to exercise only the County's lawful land-use and development authority and not to regulate matters within the jurisdiction of state or federal regulatory agencies, nor for this Ordinance to apply to any property damaged by Hurricanes Debby, Helene, and/or Milton; and

**WHEREAS**, the Board has provided all notices and conducted all public hearings required by law and finds that adoption of this Ordinance is in the best interests of Levy County and its residents.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners, of Levy County, Florida, that:

**SECTION 1. RECITALS AND LEGISLATIVE FINDINGS OF FACT.** The foregoing recitals are true and correct, are adopted as the legislative findings of fact of the Board, and are incorporated into this Ordinance by reference.

**SECTION 2. PURPOSE AND INTENT.** The purpose of this Ordinance is to establish a temporary pause on the submission, acceptance, processing, review, approval, and issuance of new or incomplete applications and County approvals involving Covered Facilities while the County reviews and, as appropriate, amends its Comprehensive Plan, Land Development Code, Code of Ordinances, technical standards, and application requirements.

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**SECTION 3. DEFINITIONS.**

**"Associated Facility"** means any accessory, ancillary, adjacent, appurtenant, collocated, or supporting structure, building, equipment yard, mechanical yard, cooling facility, generator facility, battery energy storage facility, electrical equipment compound, substation or switching equipment, fuel storage facility, water-treatment or cooling-water facility, security facility, utility yard, telecommunications facility, or other structure, improvement, equipment, or use that is designed, intended, constructed, operated, or used primarily to support, serve, house, cool, power, secure, connect, or otherwise function in connection with a Covered Facility.

**"Colocation Facility"** means a facility in which space, power, cooling, network connectivity, equipment tracks, cabinets, cages, rooms, suites, or related infrastructure are leased, licensed, or otherwise made available to one or more third parties for the purpose of housing, operating, processing, storing, transmitting, or managing digital information or electronic equipment.

**"County Approval"** means any comprehensive plan amendment, rezoning, planned development approval, special exception, conditional use, variance, site plan approval, development agreement, development order, development permit, building permit, construction plan approval, plat or replat, certificate of concurrency, capacity reservation, certificate of use, certificate of occupancy, or other County authorization necessary to establish, construct expand, intensify, or operate a Covered Facility.

**"Covered Facility"** means a Data Center, Large-Scale Data Center, Large Load Customer Facility, or Associated Facility.

**"Data Center"** means a facility that primarily contains electronic equipment used to process, store, and transmit digital information and that may be a freestanding structure or a facility within a larger structure using environmental-control equipment to maintain proper operating conditions for electronic equipment. The term includes, without limitation, facilities principally used for cloud computing, colocation, artificial-intelligence computing or training, high-performance computing, application hosting, digital storage, data processing, data mining or cryptocurrency mining.

**"Large Load Customer Facility"** means a facility or use at a single location with an anticipated monthly peak electric load of 50 megawatts or more, calculated as the highest average load over a 15-minute interval, consistent with section 366.043(2)(d), Florida Statutes, as amended. In determining whether the applicable threshold is met, the anticipated monthly peak loads of all customers or other entities that have entered into a colocation or similar agreement at the same location shall be included. The term does not include loads aggregated across multiple locations owned by the same customer. An

electrical load at a single location may not be separated into multiple smaller connections for the purpose of avoiding application of this definition.

**"Large-Scale Data Center"** means a data center meeting the definition of a large-scale data center in section 373.203, Florida Statutes, as amended.

**"Material Modification"** means a change to an existing approval that increases or materially alters the approved floor area, electrical load, water demand, cooling capacity, generator capacity, battery storage capacity, fuel storage capacity, site area, building height, intensity, or operational impacts of a Covered Facility.

**SECTION 3. Moratorium.** A temporary moratorium is hereby imposed within the unincorporated area of Levy County on the submission, acceptance, processing, review, approval, or issuance of any application or County Approval for the establishment, construction, expansion, intensification, or operation of a development involving a Covered Facility. During the moratorium period, County staff shall not accept, process, review, approve, or issue any application or County Approval subject to this Ordinance, except as expressly provided herein. No applicant may evade the moratorium by dividing a unified or functionally integrated project among multiple parcels, phases, entities, tenants, meters, applications, or approval requests; nor by failing to provide sufficient information to the County for its review.

**SECTION 4. Applicability and Pending Applications.** This Ordinance applies to all applications submitted on or after its effective date and to any pending application that the County had not determined to be complete before the effective date. An application formally determined complete by the County before the effective date may continue to be processed under the regulations in effect at the time of the completeness determination, unless: (1) the application requires a new or materially modified request for County Approval; (2) the applicant requests a Material Modification; or (3) the Board, after notice and an opportunity to be heard, determines that continued processing would create a substantial risk to the public health, safety, or welfare. Nothing in this Section creates or recognizes a vested right, and all claims of vested rights remain subject to Section 6 and applicable law.

**SECTION 5. Exceptions.** This Ordinance shall not apply to the following:

1. Ordinary repair, maintenance, or replacement of existing lawful equipment, structures, or facilities, provided the work does not result in a Material Modification to a Covered Facility.
2. Interior alterations to an existing lawful facility that does not result in a Material Modification to a Covered Facility.
3. Emergency work necessary to protect the public health, safety, or welfare.

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4. Permits necessary solely to correct an unsafe condition or code violation, provided the work does not result in a Material Modification to a Covered Facility.
5. Government-owned public safety, emergency management, emergency communications, or critical public infrastructure facilities.
6. Public utility infrastructure used to furnish utility service to the public generally, provided the infrastructure is not primarily designed, constructed, or operated to support, serve, power, cool, connect, or operate a Covered Facility.
7. Telecommunications, broadband, wireless, fiber-optic, cable, telephone, or emergency-communications facilities used primarily to provide communications service to the public or a governmental entity and not primarily used as a Data Center.
8. Ordinary computer rooms, server rooms, network closets, telecommunications rooms, or information-technology facilities accessory to and used primarily in support of a lawful principal use on the same premises, including offices, schools, hospitals, public facilities, financial institutions, retail establishments, agricultural operations, or industrial facilities, provided the accessory facility is not operated as a separate Data Center, Colocation Facility, cloud-computing facility, or cryptocurrency-mining facility, artificial-intelligence computing facility, or similar commercial or industrial use.
9. Development authorized by a final, unexpired development order and a final, unexpired building permit issued before the effective date, provided the work is consistent with those approvals and does not require a Material Modification.
10. Properties damaged by Hurricanes Debby, Helene, and/or Milton.

**SECTION 7. STUDY AND DEVELOPMENT OF REGULATORY FRAMEWORK.** The Board directs County staff, in consultation with appropriate public agencies, utilities, technical experts, affected local governments, stakeholders, and the public, to review the Levy County Comprehensive Plan, Land Development Code, Code of Ordinances, development-review procedures, and technical standards and to prepare proposed amendments addressing Covered Facilities. The review shall include, at a minimum:

1. Land-use, zoning, siting, parcel-size, setback, separation, buffering, screening, landscaping, building-design, and compatibility standards.
2. Potential impacts from noise, vibration, lighting, glare, heat, air emissions, operational activities, and cumulative development.
3. Water supply, groundwater and Floridan Aquifer impacts, cooling systems, wastewater, stormwater, water conservation, drought conditions, and other natural-resource impacts.

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4. Electric, telecommunications, transportation, and other infrastructure needs, including substations, transmission facilities, backup power, battery storage, fuel storage, construction traffic, heavy-haul routes, and required infrastructure improvements.
5. Fire protection, hazardous materials, emergency response, public-safety capacity, emergency access, security, and coordination with law enforcement and emergency-management agencies.
6. Impacts to wetlands, floodplains, groundwater recharge areas, springsheds, wildlife habitat, conservation lands, agricultural and silvicultural lands, historic and archaeological resources, and other environmentally sensitive areas.
7. Application requirements, technical studies, phasing, monitoring, reporting, enforcement, modification and expiration of approvals, decommissioning, financial assurance, site restoration, adaptive reuse, and whether different standards should apply to particular categories of Covered Facilities.
8. All other reasonably related activities required for the comprehensive study and evaluation of Covered Facilities.

County staff shall present proposed amendments and recommendations to the Board by August 30, 2027. If proposed amendments are not ready for consideration by that date, staff shall present a written status report describing the work completed, the issues remaining, and the anticipated schedule for presenting proposed amendments.

**SECTION 8. Duration; Early Termination; Extension.** The moratorium imposed by this Ordinance shall commence on October 1, 2026, or upon filing with the Florida Department of State, whichever occurs later, and shall remain in effect through September 30, 2027. The Board may terminate the moratorium, in whole or in part, by ordinance upon determining that the moratorium is no longer necessary to protect the public health, safety, and welfare or to complete the study and regulatory process authorized by this Ordinance.

**SECTION 9. No Regulation of Public Service Commission or Other Agency Matters.** Nothing in this Ordinance shall be construed to regulate electric utility rates, tariffs, rate classifications, cost allocation, service agreements, interconnection requirements, electric-service curtailment, consumptive-use permitting, or any other matter within the exclusive jurisdiction of the Florida Public Service Commission, a water management district, the Florida Department of Environmental Protection, or another state or federal agency. This Ordinance regulates only local land use, development, and County Approvals to the extent authorized by law.

**SECTION 10. Enforcement.** The County may enforce this Ordinance through any lawful remedy, including withholding, suspending, or revoking a County Approval issued

in violation of this Ordinance; code enforcement proceedings; injunctive or declarative relief; civil penalties authorized by law; or any other remedy available at law or in equity. Each application submitted, work commenced, or day of continuing violation may constitute a separate violation to the extent permitted by law.

**SECTION 11. Conflicts.** All ordinances or parts of ordinances in conflict with this Ordinance are repealed to the extent of the conflict for the duration of this Ordinance.

**SECTION 12. Severability.** If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, the invalidity or unconstitutionality shall not affect the remaining provisions, which shall remain in full force and effect.

**SECTION 13. Noncodification.** The Board directs that this Ordinance not be codified in the Levy County Code of Ordinances, Comprehensive Plan, or Land Development Code because it is temporary in nature. The Clerk may renumber or reletter provisions and correct scrivener's errors without changing substantive meaning.

**SECTION 14. Effective Date.** In accordance with section 125.66, Florida Statutes, the Clerk to the Board of County Commissioners is directed to file this Ordinance with the Florida Department of State within ten (10) days after its adoption. This Ordinance shall become effective on October 1, 2026, or upon filing with the Florida Department of State, whichever occurs later.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

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Note: deletions shown ~~stricken~~, additions shown underlined

**PASSED AND DULY ADOPTED** on _____, 2026.

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

_____
Tim Hodge, Chair

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

_____
Matt Brooks, Clerk

Approved as to form and legal sufficiency

_____
County Attorney

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Note: deletions shown ~~stricken~~, additions shown <u>underlined</u>

# Levy County Board of County Commissioners
# Section 125.66(3), F.S. – Business Impact Estimate for Proposed Ordinance
# For public hearing ON OR AFTER October 1, 2024

**Instructions:** This form must be completed and signed by the County Manager or Department Head for each proposed ordinance that is placed on a County Commission meeting agenda. If the proposed ordinance falls within one of the exemptions listed below, check the applicable exemption(s) and stop there. If the proposed ordinance does NOT fall within one of the listed exemptions, then complete the Business Impact Estimate. Please email your completed, signed form to the County Attorney (rpoole@constangy.com) with a copy to the County Manager (harper-mary-ellen@levycounty.org), and ensure posting to the county's website no later than the date the notice of the public hearing is published. If you have questions regarding completion of this form, contact the County Attorney's Office.

**I am familiar with the proposed ordinance identified below and completed this form to the best of my knowledge for the sole purpose of compliance with Section 125.66(3), Florida Statutes.**

Bernard "Bo" Cox, County Development Services Division Director

Date: 8-17-26

*This form shall be included in the agenda packet and shall be posted on County's website no later than the date the notice of the proposed ordinance is published.*

**Proposed Ordinance's Title/Reference: 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.**

If one or more boxes are checked below, this means that Levy County is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the County is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. The County reserves the right to revise this Business Impact Estimate following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation.
- ☐ The proposed ordinance relates to the issuance or refinancing of debt.
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.

[1] See Section 125.66(3)(c), Florida Statutes.

- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance.
- ☐ The proposed ordinance relates to procurement.
- ☐ The proposed ordinance is enacted to implement the following:
    a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243; or
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the county; or
    c. Sections 190.005 and 190.046, Florida Statutes, relating to community development districts; or
    d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
    e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with Section 125.66(3), Florida Statutes, even notwithstanding the fact that an exemption noted above may apply, the County hereby publishes the following information:

**1. A summary of the proposed ordinance, including a statement of the public purpose, such as serving the public health, safety, morals and welfare of the County:**

The Levy County Board of County Commissioners seeks to establish a temporary moratorium of up to one (1) year on the acceptance, review, or approval for development permits, development orders, rezoning, or site plans related to data center facilities within unincorporated areas. The moratorium is reasonable and necessary to accomplish the goal of revising regulations to ensure the community welfare is well-balanced and the public health, safety, and general welfare are preserved.

**2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the County, including the following, if any:**

**(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:** $0.00

The Proposed Ordinance does not impose compliance costs on existing businesses because it does not impose new requirements on any businesses. Businesses seeking approval of Data Center Facilities as defined in the Proposed Ordinance may face indirect costs resulting from delay, which costs are inestimable by the County at this time. Further, the County is not aware of any such businesses.

**(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:** NONE

**(c) An estimate of the County's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:** The County may incur administrative costs associated with implementing the Data Center Facility moratorium including staff review, public notice requirements, consideration of vested rights or hardship requests, and preparation of potential amendments to the Levy County Comprehensive Plan and Land Development Code.

**3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:**

The County cannot accurately determine the number of private businesses likely to be impacted by the Proposed Ordinance, which applies to Data Center Facilities as defined therein seeking new Development Approvals within Levy County. As of the date of this estimate, the County is unaware of any businesses that would be affected by the temporary moratorium imposed by the Proposed Ordinance.

**4. Additional information the County deems useful (if any, but may wish to include how you determined the above information. For Example: The methodology or data used to prepare the Business Impact Estimate including the sources of that data: social media postings, direct mail or email, public workshops, etc. Any efforts made to reduce the potential fiscal impact on businesses. If applicable, a statement that the proposed ordinance applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not only affect businesses):**

NONE

# NOTICE OF LEVY COUNTY BOARD OF COUNTY COMMISSION PUBLIC MEETING

Public hearings on the petitions described below will be conducted by the **Levy County Board of County Commission on Tuesday, September 8, 2026 at 6:00 PM** or as soon thereafter as the matter may be heard during the course of action. Said hearing will be held in the Levy County Government Center Auditorium, 310 School Street, Bronson, Florida.

**ORD. 2026-05 NOTICE OF PUBLIC HEARING PROPOSED ONE-YEAR MORATORIUM ON DATA CENTERS:** Levy County will conduct a public hearing to consider the adoption of an ordinance 2026-05 establishing a one-year moratorium for data centers. If adopted the moratorium would remain in effect for one (1) year from the effective date of the ordinance 2026-05.

Public Live Streaming Information
Levycofl.portal.civicclerk.com

Development Services
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 Department, 310 School Street Bronson, FL 32621. For information call 352-486-5198. Interested parties may appear at the meeting and be heard regarding the proposed petitions.

## Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Katie Holder, Community Services Coordinator
2. **Department:** Community Services
3. **Meeting Date:** Tuesday, September 8, 2026
4. **Requested Action:**
   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.
5. **Cost & Funding Source:**
   $30,000.00 funded through the State Housing Initiatives Partnership (SHIP) Program using State Housing Trust Fund Allocations. No County General Fund dollars are required.
6. **Justification of Request:**
   Dylan and Heavyn Buchanan have been determined eligible for assistance under the Levy County SHIP Purchase Assistance Strategy in accordance with the approved local Housing Assistance Plan and applicable SHIP Program requirements. Approval of the Deferred Payment Loan Agreement and Promissory Note will authorize the County to provide up to $30,000.00 in assistance toward eligible down payment and or closing costs associated with the purchase of their primary residence. The assistance will be secured by a Deferred Payment Loan and Promissory Note in accordance with SHIP program requirements and the County's adopted LHAP.

# LEVY COUNTY SHIP
# DEFERRED PAYMENT LOAN AGREEMENT

THIS DEFERRED PAYMENT LOAN AGREEMENT (this "Agreement") is made this day of_____, 2026 (the "Effective Date"), by and between Dylan and Heavyn Buchanan, of 17370 NW 80th Ter, Fanning Springs, FL 32693 , hereinafter referred to as "Owner", and LEVY COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", pursuant to County's Down Payment/Closing Cost and Rehabilitation Assistance Program (the "Assistance Program"), and relates to the real property lying in Levy County, Florida, described as follows (the "Property"):

28-10-14 SILVER OAKS S/D PHASE 2 LOT 109 OR BOOK 1702 PAGE 285

**WITNESSETH:**

**WHEREAS,** County has set aside housing assistance funds pursuant to County's participation in the State Housing Initiative Partnership ("SHIP") Program, in compliance with Part VI, Chapter 420, Florida Statutes, and Chapter 67-37, Florida Administrative Code; and

**WHEREAS,** Owner proposes to finance a portion of the down payment, the closing costs, or both, associated with the purchase of the Property using proceeds of a Deferred Payment Loan (the "DPL") made pursuant to this Agreement.

**NOW, THEREFORE**, in consideration of the covenants contained herein, it is agreed:

1. **Loan Amount**. The principal amount of the DPL is Thirty thousand and NO/100 Dollars ($30,000.00 ). County shall provide the principal amount of the DPL to the Closing Agent at the closing of the purchase of the Property. The DPL funds will not be provided directly to the Owner.

2. **Interest**. There will be no interest due on the DPL, except as otherwise expressly provided in this Agreement.

3. **Repayment Events**. County will require Owner's repayment of the principal amount of the DPL in the event Owner fails to abide by any of the following provisions:

   a. Owner must continue to own the Property and shall not sell, convey, assign, encumber, or otherwise transfer any of Owner's interest in the Property for ten (10) years from the Effective Date.

b. Owner must occupy, establish and use the Property as Owner's principal residence for ten (10) years after the Effective Date.

c. Owner must maintain the residence in conformance with all local building and zoning ordinances and regulations, and other applicable ordinances or codes for ten (10) years after the Effective Date.

d. If a foreclosure action is instituted against the Property, or the First Mortgage (as defined below) is satisfied or refinanced, or if the Property is leased or rented, then the outstanding principal balance of the DPL shall become immediately due and payable, except as otherwise expressly provided in this Agreement.

4. **Forgiveness**. County agrees to forgive the DPL only upon the satisfaction of all requirements set forth herein. The DPL shall be forgiven at a prorated rate of twenty percent (20%) per year commencing at the end of the sixth ($6^{th}$) year following the Effective Date and continuing through the tenth ($10^{th}$) year, provided that all of the following requirements have been met:

a. the home located on the Property remains occupied by Owner for such ten (10) year period;

b. Owner has continuously owned the Property and no interest in the Property has been transferred during such ten (10) year period; and

c. Owner has not violated this Agreement, any promissory note provided to County (the "Note"), or any mortgage entered into by Owner in favor of County securing the DPL (the "Mortgage").

No forgiveness shall occur prior to the end of the sixth ($6^{th}$) year following the Effective Date.

5. **Early Transfer or Non-Occupancy**. If Owner violates this Agreement by failing to occupy the home on the Property, by selling the Property, or by the transferring of any of Owner's interest in the Property by any means prior to the expiration of the ten (10) year period provided in this Agreement, then the outstanding principal of the DPL shall be due to the County within thirty (30) days of the earlier of: (i) the date of sale or transfer, or (ii) the date Owner ceases occupancy of the Property.

6. **Hardship Sale**. In County's sole discretion, a portion of the principal amount of the DPL may be forgiven if: (a) the loan-to-value ratio of the Property exceeds one hundred percent (100%); and (b) the Property must be sold due to an unforeseen hardship event, including but not limited to Owner's death, divorce, or extended illness of Owner or a close family member who depends primarily on Owner for support. Any such forgiveness must be approved in writing by County and shall not be deemed automatic or required.

7. **Death of Owner**. In the event of the death of Owner (or, if more than one person constitutes Owner, the death of all such persons), any remaining obligations for payment of any sums under this Agreement, the Note, or the Mortgage shall be forgiven.

8. **Code Violations**. If Owner is cited for violation of any local building or zoning ordinance or regulation, or other applicable ordinance or code, County shall notify Owner and allow Owner thirty (30) days to correct such violation(s). If Owner fails to timely correct such violation(s), County shall notify Owner by certified mail of its intent to exercise its rights under this paragraph. Upon delivery or attempted delivery of such notice, Owner shall be required to pay County one-one hundred twentieth ($1/120^{th}$) of the principal amount of the DPL each month until the violation(s) are corrected. If the violation(s) are not corrected within a reasonable time, not to exceed one hundred twenty (120) days, County may, at its option, declare the entire outstanding principal balance immediately due and payable.

9. **False Information**. The entire principal amount of the DPL shall become immediately due and payable if Owner is found to have provided materially false or inaccurate information or statements, or failed to disclose material information to County in connection with the DPL or the DPL application, including, but not limited to, representations concerning (i) Owner's occupancy of the Property as a principal residence or (ii) Owner's household income. The DPL application submitted by Owner is hereby incorporated by reference.

10. **Lien**. This Agreement shall constitute a lien on the Property in the amount stated in Section 1 above. Said lien shall be satisfied in full upon either (a) forgiveness pursuant to Paragraph 4, or (b) payment in full of the principal amount of the DPL. If Owner violates any of the provisions of this Agreement and is unable to pay the total amount due when due, County may, in its sole discretion, allow repayment of the amount due over a term not to exceed ten (10) years at an interest rate of four percent (4%) per annum, calculated from the date the amount became due. County may require additional collateral or extend the lien by recording a notice of lien.

11. **Enforcement**. If Owner fails to comply with any provision of this Agreement and such failure continues for thirty (30) days after written notice from County, County may enforce its rights and remedies under this Agreement, the Note, the Mortgage, or applicable law, including foreclosure. Owner shall be responsible for all costs incurred by County in enforcing its rights, including reasonable attorneys' fees incurred at trial and on appeal. County's failure to exercise any right shall not constitute a waiver of such right.

12. **Subordination**. In addition to this DPL, Owner has obtained a mortgage loan (the "First Mortgage Loan") from _____**; Loan#:** _____ (the "Senior Lien Holder"), which loan is secured by a first mortgage lien (the "First Mortgage") on the Property. County acknowledges and agrees that this Agreement, and the lien created hereby, is subject and subordinate in all respects to the liens, terms, covenants, and conditions of the First Mortgage Loan, and to all advances heretofore made, or which may hereafter be made, pursuant to the First Mortgage Loan, including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage Loan or for any other purpose expressly permitted by the First Mortgage, or (b) constructing, renovating, repairing, furnishing, fixing or equipping the mortgaged premises. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith.

In the event of a foreclosure of the First Mortgage any provisions herein or any provisions of any other collateral agreement restricting the Owner's ability to sell the Property shall have no further force

or effect. The lien of this Agreement shall automatically terminate upon the Senior Lien holder's acquisition of title through a foreclosure of the First Mortgage.

13. **Insurance**. Owner shall keep any improvements to the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Senior Lien holder requires insurance. This insurance shall be maintained for the full replacement value of such improvements and shall be kept in force during the ten (10) year term beginning on the Effective Date. County shall be named as an additional insured or loss payee to the extent permitted by the First Mortgage.

14. **Protection of County's Interest**. If Owner fails to perform the covenants and agreements contained in the Note, the Mortgage, or this Agreement, or if any action or proceeding is commenced which materially affects County's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, delinquent taxes, lack of or inadequate insurance, or arrangements or proceedings involving a bankrupt or decedent, then County, at County's option and upon notice to Owner, may make such appearances, disburse such sums, and take such action as is necessary to protect County's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the property to make repairs. If County required mortgage insurance as a condition of making the Mortgage, Owner shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Owner's and County's written agreement or applicable law.

Any amounts disbursed by County pursuant to this Section shall become additional indebtedness of Owner secured by the Mortgage. Unless Owner and County agree to other terms of payment, such amounts shall be payable upon notice from County to Owner requesting payment thereof. Nothing contained in this Section shall require County to incur any expense or take any action hereunder.

[Signature Pages Follow]

BY SIGNING BELOW, Owner and County accept and agree to the terms and covenants contained in this Deferred Payment Loan Agreement.

_____ _____

Owner Print Name: _____ Witness Print Name: _____

_____ _____

Owner Print Name: _____ Witness Print Name: _____

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, _____,
by _____ as _____ for _____.

_____
Signature of Notary Public – State of Florida

_____
Print, type, or Stamp Commissioned Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____

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

BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA

_____

Matt Brooks, Clerk

_____

Tim Hodge, Chairman

Approved as to form and legal sufficiency:

_____

County Attorney

# LEVY COUNTY SHIP
# DEFERRED PAYMENT PROMISSORY NOTE

Date: 8/24/2026 Amount: $30,000.00

Property Address: 17370 NW 80th Terrace

BORROWER(S) Name(s): Dylan and Heavyn Buchanan

BORROWER(S) Address: 11890 NW 70th Ave, Chiefland Fl 32626

FOR VALUE RECEIVED, the undersigned (herein called the "BORROWER") jointly and severally promises to pay without set-off, deduction or counterclaim of any kind or nature to the order of Levy County, Florida (called "the COUNTY"), at 310 School Street, Bronson, Florida 32621, or at such other place as may be designed in writing by COUNTY, the sum of Thirty thousand and NO/100 DOLLARS ($30,000.00 ). No interest on this Note shall be paid by BORROWER unless otherwise provided herein or in the Mortgage securing this Note.

As long as the BORROWER continues to own the Property described in the Mortgage securing this Note ("Property") and the BORROWER continues to live on the Property and to comply with all provisions of such Mortgage and Deferred Payment Loan Agreement with COUNTY executed on even date herewith by BORROWER ("DPL Agreement"), then this Note will automatically be forgiven and will not have to be repaid. If these conditions continue to be met by BORROWER for a full ten (10) years from the date of execution hereof, no part of this Note will have to be paid. The Loan will be forgiven at a prorated rate of 20% per year commencing at the end of the sixth year of the loan and each year thereafter.

HOWEVER, if, during the ten (10) year period from the execution hereof, the title of the Property or any part thereof is transferred or divested to another party, or the BORROWER ceases to occupy the Property as his/her/their primary residence, or if the Property is leased or rented, or a foreclosure action is instituted against the Property, or the First Mortgage (as that term is defined in the Mortgage securing this Note) on the Property is satisfied or refinanced, or upon failing to meet any condition of the Mortgage securing this Note or the DPL Agreement, then the OUTSTANDING BALANCE of this Note becomes due and payable to the Levy County Board of Commissioners. In the event of the death of the BORROWER (if more than one person constitutes the BORROWER, then in the event of the death of all of such persons), then this Note and the Mortgage securing this note will be forgiven. A portion of the principal of this Note shall be forgiven in cases where the loan-to-value ratio exceeds 100% and the Property must be sold due to a catastrophic event (i.e. BORROWER's death or divorce, or extended illness of BORROWER or a close family member who depends primarily on BORROWER for support, etc.).

The BORROWER covenants that the information BORROWER provided on the application form for purchase assistance through the SHIP program, and on the income certification form for the SHIP Program, and in any attachments or documents connected with either of those forms, is true and accurate. If the COUNTY determines that BORROWER fraudulently provided false information on any of these forms or on the attachments or documents provided therewith, the face amount of this Note shall immediately become due and payable.

BORROWER must maintain the Property in conformance with all local building or zoning ordinances or regulations, and other applicable ordinances or codes for ten (10) years beginning with the Effective Date, as provided in the DPL Agreement. In the event BORROWER is cited for violation of any local building or zoning ordinance or regulation, or other ordinance or code, COUNTY shall provide such notices as provided in the DPL Agreement and BORROWER shall correct such violations in accordance with the DPL Agreement. If such violations are not corrected as provided in the DPL Agreement, the principal amount of this Note shall be due and payable.

If BORROWER fails to perform the covenants and agreements contained in this Note, the Mortgage securing this Note, or the DPL Agreement, or if any action or proceeding is commenced which materially affects COUNTY'S interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, delinquent taxes, lack of or inadequate insurance, or arrangements or proceedings involving a bankrupt or decedent, then COUNTY, at COUNTY'S option and upon notice to BORROWER may make such appearances, disburse such sums, and take such action as is necessary to protect COUNTY'S interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by COUNTY pursuant to this Note or the Mortgage securing this Note shall become additional indebtedness of BORROWER. Unless BORROWER and COUNTY agree to other terms of payment, such amounts shall be payable upon notice from COUNTY to Borrower requesting payment thereof.

If this Note becomes due and payable, and the COUNTY has to file a suit in order to have this Note paid, the BORROWER will also have to pay the COUNTY'S costs of that suit, including all reasonable attorney's fees.

To the extent permitted by law, BORROWER waives all benefit that might accrue to BORROWER by virtue of any present or future laws exempting the Property described in the Mortgage securing this Note, or any other property, real or personal, or any part of the proceeds arising from any sale of any of such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process or extension of time, and agrees that such property may be sold to satisfy any judgment entered on this Note, the Mortgage securing this Note, the DPL Agreement, in whole or in part and in any order as may be desired by COUNTY. BORROWER also waives any right of presentment for payment, demand, notice of protest and notice of dishonor if this Note becomes due and payable.

_____ _____
Witness Signature Borrower Signature

_____
Witness Name

_____ _____
Witness Signature Borrower Signature

_____
Witness Name

STATE OF FLORIDA
COUNTY OF LEVY

I HEREBY CERTIFY, that on the ____ day of _____ A.D., 20___, before me, the undersigned authority, personally appeared _____ known to me to be the person(s) described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be his/her free act and deed for the use and purposed therein mentioned.

WITNESS my hand and official seal the date aforesaid.

PERSONALLY KNOWN:_____ OR IDENTIFICATION: _____

_____ SEAL
Notary Public

Prepared By:
Levy County Housing Department
310 School Street
Bronson, FL 32621

SHIP MORTGAGE

DOWNPAYMENT AND CLOSING COSTS ASSISTANCE LOAN

THIS SECOND MORTGAGE is made this ____ day of _____, 2026, between the Mortgagor Dylan and Heavyn Buchanan (herein the "Borrower"), whose address is 11890 NW 70th Ave, Chiefland Fl 32626, and the Mortgagee LEVY COUNTY, a political subdivision of the State of Florida, whose address is P.O. Box 310, School Street, Bronson, FL 32621 (herein the "Lender").

WHEREAS, Borrower has applied to _____ (herein the "First Lender") for a loan for the purchase of the Property (as defined herein) at which Borrower, with or without his/her/their family, intends to reside as a single-family residence household, which loan shall be secured by a first mortgage lien (the "First Mortgage") in favor of the First Lender; and

WHEREAS, Borrower has applied to Lender for funds under Lender's Down Payment and Closing Cost Assistance Program pursuant to the State Housing Initiatives Partnership (herein "SHIP") Program, and, as a result of such application and granting thereof by Lender, Borrower is hereby indebted to Lender in the original principal amount of Thirty thousand and NO/100 DOLLARS ($30,000.00) (herein "the Loan"), which indebtedness is evidenced by Borrower's Deferred Payment Promissory Note dated _____, 2026 (herein "Note"), which is by this reference incorporated herein in its entirety, providing for payment of principal indebtedness, if not sooner paid, due and payable on certain events; and

WHEREAS, Borrower may become further indebted to Lender, which indebtedness will be evidenced by a promissory note providing for payment of such further indebtedness to Lender and the terms thereof; and

WHEREAS, Borrower has, on even date with the execution of the Note, executed a Deferred Payment Loan Agreement (the "DPL Agreement"), which is by this reference incorporated herein in its entirety, which DPL Agreement contains provisions, conditions, and understandings upon which the Loan has been made and contains certain covenants and agreements to which Borrower has committed in consideration for the Loan; and

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, the payment of all other sums advanced in accordance herewith, to protect the security of this Mortgage and the performance of the covenants and agreements of Borrower contained herein and in the Note and DPL Agreement, in consideration of the sum named in the Note and the DPL Agreement, and for various other good and valuable consideration, Borrower does hereby mortgage, grant, bargain, sell and convey to Lender the following described property located in the County of Levy, State of Florida:

LEGAL DESCRIPTION:
28-10-14 SILVER OAKS S/D PHASE 2 LOT 109 OR BOOK 1702 PAGE 285

which has the address of 17370 NW 80th Terrace, Fanning Springs, FL 32693 (herein the "Property Address"),

TOGETHER with all the structures and improvements now or hereafter erected on such property, and all easements, rights, appurtenances, rents, royalties, mineral, oil, and gas rights and profits, water, water rights, and water stock thereunto belonging or anywise appertaining, and all claims and demands whatsoever, in law or in equity, of Borrower in and to the same, and every part and parcel thereof, and all fixtures now or hereafter attached to the property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property".

BORROWER COVENANTS, represents and warrants to Lender and its successors and assigns that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for the mortgage lien of the First Mortgage, if any, and for other encumbrances of record. Borrower covenants, represents and warrants to Lender and its successors and assigns that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to the mortgage lien of the First Mortgage and other previously existing encumbrances of record.

BORROWER FURTHER COVENANTS and agrees with Lender as follows:

1. Payment; Compliance with Note and DPL Agreement. Borrower shall promptly pay when due the indebtedness evidenced by the Note. Borrower shall perform, comply with, and abide by each of the stipulations, agreements, conditions and covenants in the Note and the DPL Agreement.

2. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes and assessments and other charges, fines and impositions attributable to the Property which may attain a priority over his Mortgage, and leasehold payments or ground rents, if any.

3. Funds for Taxes and Insurance**.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay when due all taxes and assessments which may attain priority over this Mortgage, and all hazard insurance and flood insurance, if any, to the appropriate parties to whom payments may be due. Borrower may comply with this section by making payments for such taxes, assessments and insurance to another mortgage holder into an escrow account established for the purpose of making such payments.

4. Charges; Liens. Borrower shall pay all taxes, assessments, liabilities, levies, obligations, encumbrances of any nature, charges, fines, and impositions, any of which may be attributable to the Property which may attain a priority over this Mortgage in the manner provided under Paragraph 3 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof, or by Borrower making payment of such amounts through another mortgage holder. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage other than a lien resulting from the First Mortgage on the Property; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien, in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep any improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. In the event of loss, Borrower shall give prompt notice to the insurance carrier and to Lender. Lender may make a proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, of if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Compliance with Codes. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. In addition, Borrower shall comply with any local building or zoning ordinance or regulation, or other ordinance or code in accordance with the DPL Agreement. In the event Borrower fails to comply with any local building or zoning ordinance or regulation, or other ordinance or code, Borrower shall correct such violation within thirty (30) days upon notification by Lender. If Borrower does not correct such violation(s) in accordance with the terms of the DPL Agreement, Borrower shall be subject to the remedies provided in the DPL Agreement.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, the Note, or the DPL Agreement, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, delinquent taxes, lack of or inadequate insurance, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option and upon notice to Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the Loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this Paragraph 7 shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property; provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property, immediately prior to the date of taking, with the

balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage.

10. Borrower Not Released. Extension of time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and the Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand make by the original Borrower and the Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law be given in another manner: (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to Borrower at the Property Address of at such other address as Borrower may designate by notice to Lender as provided herein, and (b) notice to Lender shall be given by certified or registered mail, postage prepaid, to Lender's address stated on page 1 hereof, or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Governing Law; Severability; Costs. This Mortgage shall be governed by the laws of the State of Florida, and, to the extent applicable hereto, the laws and regulations of the United States of America. In the event that any provision of clause of this Mortgage, the Note, or the DPL Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage, the Note, or the DPL Agreement which can be given effect without the conflicting provision, and to this extent the provisions of the Mortgage, the Note, and the DPL Agreement are declared to be severable. As used herein, "costs", "expenses" and "attorney's fees" include all sums to the extent not prohibited by applicable law or limited herein.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note, the DPL Agreement, and of this Mortgage at the time of execution or after recordation thereof.

17. Transfer of the Property. If all or any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily by operation of law or otherwise, or if Borrower is divested of title by judicial sale, levy or other proceeding, or if the Borrower fails to maintain the Property as his/her/their primary residence, or if foreclosure action is instituted against the Property, or if the First Mortgage is satisfied or refinanced, or if the Property is leased or rented, all outstanding sums secured by this Mortgage shall immediately become due and payable as provided herein. Notwithstanding the foregoing, however, in the event of the death of Borrower (in the case of more than one person constituting Borrower, then in the event of the death of all such persons), this Mortgage and the obligations for payment of any sums hereunder or under the Note or the DPL Agreement will be forgiven.

Lender shall give Borrower notice of acceleration as provided in this Paragraph 17. The notice shall provide a period of not less than thirty (30) days from the date the notice is given as provided in Paragraph 14 hereof within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

18. Acceleration; Remedies. Except as provided in Paragraph 17 hereof, and except as provided in Paragraph 6 hereof for any violation of any local building, zoning, or other ordinance or code, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, the Note, or the DPL Agreement, including but not limited to the covenants to pay when due any sums secured by this Mortgage, or in the event that Borrower shall have made material misrepresentations or material omissions in his/her/their application pursuant to the SHIP Program for the sums evidenced by the Note and the DPL Agreement, and secured by this Mortgage, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to acceleration of this Mortgage pursuant to this Paragraph 18, Lender shall give notice to Borrower as provided in Paragraph 14 hereof specifying (1) the breach; (2) the action(s) required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice

may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and/or sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or breach or any other defense of Borrower to acceleration and foreclosure. Lender shall be entitled to collect in such proceedings all expenses of foreclosure, including but not limited to, reasonable attorney's fees, court costs, and costs of the documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceeding begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, or in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon the performance of items (a) through (d) of the immediately preceding sentence by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recordation, if any.

A portion of this Mortgage may be forgiven in cases where the loan-to-value ratio exceeds 100% and the Property must be sold due to a catastrophic event (i.e. Borrower's death or divorce, or extended illness of the Borrower or an immediate family member who depends primarily on the Borrower for support, etc).

21. Attorney Fees. As used in this Mortgage, the Note, or the DPL Agreement, "attorney's fees" shall include attorney's fees, if any, incurred in connection with the collection of enforcement of this Mortgage or of the Note or of the DPL Agreement, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

22. Loan Intended as Personal Benefit**.** The Loan secured by this Mortgage was made by Lender to Borrower pursuant to Lender's SHIP Program. The Loan, therefore, is made at an interest rate and upon terms generally more favorable to Borrower than would be otherwise be available to the public at large. Accordingly, Borrower understands that this Loan is intended as personal benefit and not as an instrument to increase the value of the Property or as a benefit that he/she/they can transfer to successive owners of the Property.

23. Future Advances Secured by this Mortgage. In addition to securing the indebtedness referred to above and evidenced by the Note and referenced in the DPL Agreement, this Mortgage shall secure such future or additional advances as may be made by Lender at its option to Borrower, for the repair or rehabilitation of the residence that is or may be located on the Property in the future pursuant to Lender's SHIP Program for repair and rehabilitation of qualifying residences; provided that any of those advances are to be made within 20 years from the date of this Mortgage or within such lesser period of time as may be provided in the statutes, rules or regulations governing the SHIP Program, or as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or record notice of the optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of Thirty Thousand and NO/100 DOLLARS ($30,000.00) (*this is the down payment assistance amount plus the maximum repair/rehab amount that is allowed at the time of the mortgage)*, plus any interest, plus any disbursements made for the payment of taxes, levies, insurance, or other costs attributable to the Property provided in and covered by the lien of this Mortgage, together with interest on those disbursements, and increases to the principal balance as a result of negative amortization or deferred interest as provided in this Mortgage or the indebtedness secured. Nothing herein shall constitute a commitment by Lender to make such advances. Any advances shall be made at Lender's sole discretion.

24. Mortgage Status. This Mortgage is expressly made subject and subordinate to the terms and conditions specified in the First Mortgage from Borrower payable to the First Lender, dated _____, 2026, recorded in O.R. Book _____, Page _____, in the Official Records of Levy County, Florida (the "First Mortgage") securing that certain Note having an original principal face amount of 30,000.00 DOLLARS ($_____), dated _____, 20___, made by Borrower payable to First Lender (the "First Note"). If any provision of the Note, the DPL Agreement, or this Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provision of the First Note and the First Mortgage shall govern. In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein or in any collateral agreement restricting the use of the Property or restricting Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors and assigns (other than Borrower or a related entity or person to Borrower), receiving title to the Property through a foreclosure of any such prior mortgage shall receive title to the Property free and clear from such restrictions. Furthermore, if the First Lender acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Section Mortgage shall automatically terminate upon the First Lender's acquisition of title.

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the date and year first above written.

NOTICE TO BORROWER

DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES.
ALL SPACES SHOULD BE COMPLETED BEFORE SIGNING.

THIS SECOND MORTGAGE IS DUE ON SALE, TRANSFER OR RENTAL.

Signed, sealed and delivered in
the presence of:

Witness/es:

_____
Witness Signature

_____
Witness Printed Name

_____
Witness Address

_____
Witness Signature

_____
Witness Printed Name

_____
Witness Address

Borrower/s:

_____
Borrower's Signature

_____
Borrower's Printed Name

_____
Borrower's Signature

_____
Borrower's Printed Name

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, who is/are ( ) personally known to me or ( ) who have produced a valid driver's license as identification and who did not take an oath.

_____
Notary Public

SEAL

_____
Notary Printed Name

# SHIP Rehabilitation Program
# TRUTH-IN-LENDING STATEMENT

This statement discloses conditions of the Deferred Payment Loan issued by the Levy County SHIP Rehabilitation Program to:

**APPLICANT/S:** Dylan and Heavyn Buchanan

Amount Financed: 0.00 (zero)

Annual Percentage Rate: **0%**

Monthly Payments: **$00.00**

Repayment of the loan is not required as long as the owner maintains the terms agreed to in the Mortgage and Note covering the Property.

The Deferred Payment Loan is secured by the said Mortgage and Note covering property at:

Address and Legal Description:
28-10-14 SILVER OAKS S/D PHASE 2 LOT 109 OR BOOK 1702 PAGE 285

Parcel Id #:

The loan consists of repairs in the amount of 0.00 (zero) . There are no escrows associated with the Deferred Payment Loan. However, Doc Stamps in the amount of $0.00 and Recording Fees in the amount of $0.00 have been added to the loan amount.

The Mortgage and Note will be recorded with the Clerk of the Court. A Modification Agreement may be prepared and recorded at the end of construction to amend the total amount of construction, recording fees or calculation errors if this initial mortgage amount differs from the final cost, if applicable.

I hereby acknowledge receipt of a copy of this statement, agree to the terms herein and agree to sign a final Mortgage Modification Agreement if necessitated.

**Homeowner Signature** **Date**

**Homeowner Signature** **Date**

**Witness** **Date**

## 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, September 8, 2026
4. **Requested Action:**
   Approve a License Agreement for Use of County Office Space – State Senator.
5. **Cost & Funding Source:**
   The County is making this office available to Senator McClain's staff rent-free. Senator McClain's Office will pay a prorated amount of the monthly utilities.
6. **Justification of Request:**
   On March 3, 2026, the BoCC directed staff to develop an agreement for the use of an office at the Government Center Complex by Senator McClain and his staff. Providing this space will allow Levy County residents to meet with Senator McClain and his staff without having to leave Levy County.

# LICENSE AGREEMENT FOR USE OF COUNTY OFFICE SPACE STATE SENATOR

THIS LICENSE AGREEMENT (**Agreement**) is entered into as of _____, 2026 (**Effective Date**), by and between LEVY COUNTY, FLORIDA, a political subdivision of the State of Florida (**Licensor**), and THE FLORIDA SENATE, for and on behalf of its District No. 9 Senator (currently Stan McClain) and his district office staff, (**Licensee**).

## RECITALS

**WHEREAS,** Licensor desires to make available certain surplus County office space to support constituent services and outreach for residents of Levy County.

**WHEREAS**, Licensee desires to use such space for an official district office to serve a bona fide public purpose by providing in-county access to legislative constituent services and information.

**WHEREAS**, the parties intend this Agreement to be a license only and not a lease or conveyance of any interest in real property.

**WHEREAS**, the Levy County Board of County Commissioners has adopted Resolution 2026-39 declaring 151.06 square feet of office space located at 353 South Court Street, Bronson, Florida, identified as Vet Office 1 on Exhibit A attached hereto (the **Premises**) as surplus and designating such for Licensee's use in furtherance of the public purpose stated herein and on the terms and conditions set forth in this Agreement.

**WHEREAS**, the parties desire to set forth their respective rights and obligations with respect to the licensed use of the Premises.

## AGREEMENT

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to

### 1. License; Nature of Interest

1.1 *License Grant.* Subject to the terms herein, Licensor hereby grants to Licensee a revocable, nonexclusive, and personal license to use the Premises together with non-exclusive rights to access and use common areas of the building designated by Licensor for such common use, including restrooms, corridors, and parking, solely for the Permitted Use during the Term (as defined below). This Agreement conveys no leasehold or other real property interest, creates no exclusive possession against Licensor, and constitutes a license revocable as provided herein.

1.2 *Permitted Use*. The Premises shall be used solely for: (a) operating an official district office for the current sitting Senator for District No. 11 (currently Stan McClain); (b) meeting with constituents; (c) performing official legislative constituent services and outreach; and (d) incidental clerical, administrative, and communications functions in support thereof. No other use is permitted without Licensor's prior written consent. Premises will be used solely for official public business and constituent services and no campaign or personal use will occur on the Premises. Use of the Premises for private campaign activities, fundraising, or partisan political organization is strictly prohibited and will be considered a material breach of this Agreement. Licensee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Licensee's use of the Premises.

1.3 *Retained Control; Access*. Licensor retains legal possession and control of the Premises and building. Licensor may enter the Premises at reasonable times to inspect, maintain, repair, or for other County purposes, with reasonable advance notice except in emergencies.

## 2 Term; Termination

2.1 *Term*. The term shall commence on the Effective Date and continue through Nov. 7, 2028, intended to run concurrently with Senator McClain's current term of office, subject to renewal as provided in Section 2.2 below (**Term**).

2.2 *Renewal***.** This Agreement shall automatically renew for successive two (2) year terms aligned with each successive legislative term unless notice of intent not to renew is delivered in writing by either party at least thirty (30) days prior to expiration of the then-current Term.

2.3 *Termination for Convenience*. Either party may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other party.

2.4 *Termination for Cause*. Either party may terminate on ten (10) days' written notice for a material breach not cured within such period, or immediately for non-curable breaches, unlawful use, safety hazards, or violation of use restrictions.

2.5 *Effect of Termination*. Upon expiration or termination, Licensee shall remove all personal property owned by Licensee, vacate the Premises, and return the Premises to Licensor in its current condition (ordinary wear and tear excepted), and return all keys, badges, or access credentials.

## 3 Consideration; Public Purpose; No Personal Benefit

3.1 *License Fe; Costs*. In support of the public purpose stated herein, Licensor will provide the Premises on the terms and conditions stated herein at no

monetary license fee to Licensee during the Term. Licensee will be responsible for a prorated amount of monthly utilities to be provided monthly by Licensor.

*3.2* *Public Purpose*. The parties acknowledge and agree that: (a) furnishing in-county access for residents to meet with their elected state senator and district staff provides a direct public benefit to Levy County residents; (b) the arrangement avoids unnecessary travel burdens and enhances government accessibility and responsiveness; and (c) the consideration consists of Licensee's provision of public constituent services within the County. The parties agrree that this Agreement serves a paramount public purpose and provides a direct public benefit to Levy County residents by facilitating constituent access to state legislative services within the County at no cost, consistent with Florida ethics requirements, and not for the private benefit of any individual or entity.

3.3 *Ethics Compliance*. The license is for official public business only. No private, political campaign, or personal use is permitted. No personal benefit shall inure to any public officer or employee beyond that allowed by law. The parties shall comply with Chapter 112, Florida Statutes, and all applicable ethics provisions. Any use inconsistent with this Section is a material breach.

## 4 Condition; Improvements; No Liens

4.1 *As-Is Condition*. Licensee accepts the Premises in its existing as-is, where-is condition, with all faults, without representation or warranty as to fitness for any particular purpose.

4.2 *Alterations*. Licensee shall not make structural changes. Non-structural improvements or cabling necessary for the Permitted Use may be made only with Licensor's prior written consent and in compliance with law. Alterations become Licensor's property unless Licensor requires removal and restoration at Licensee's cost upon termination.

4.3 *No Liens*. Licensee shall not permit any lien or encumbrance to be filed against the Premises or County property and shall promptly discharge or otherwise remove any such obligation arising from Licensee's activities.

## 5 Building Services; Utilities; Furniture and Equipment

5.1 *Services*. Licensor will provide access during building business hours and reasonable utilities serving the Premises as furnished to comparable offices in the facility, subject to interruptions beyond Licensor's control. Except as provided in Section 3.1 herein, no separate utility reimbursement is due unless otherwise approved by the Board.

5.2 *Janitorial and Trash*. Licensor will provide routine janitorial services for the Premises in accordance with its overall services provided to the building in which the Premises are located. However, Licensee will be responsible for maintaining the Premises in a clean and orderly manner and shall be responsible for bringing its refuse and waste to the dumpster in locations provided by Licensor.

5.3 *Furniture/Equipment*. Licensee shall furnish its own furniture, equipment, and supplies unless otherwise agreed in writing.

## 6 Operations; Rules; Security

6.1 *Compliance*. Licensee shall comply with all applicable laws, building rules, safety, security, and access protocols reasonably promulgated by Licensor, as amended from time to time, provided they do not unreasonably interfere with the Permitted Use.

6.2 *Hours and Access*. Licensee may access the Premises during regular business hours of Licensor. After-hours access, if any, shall be coordinated with Licensor.

6.3 *Security; Confidentiality*. Licensee is solely responsible for safeguarding its records, confidential information, and equipment within the Premises.

## 7 Insurance; Risk Allocation; Sovereign Immunity

7.1 *Insurance*. Licensee shall maintain, at its expense, (a) commercial general liability insurance with limits not less than [$1,000,000] per occurrence and [$2,000,000] aggregate, naming Licensor as an additional insured; and (b) property insurance covering Licensee's personal property and any approved improvements. Evidence of coverage shall be furnished prior to occupancy and upon renewal. In the alternative, Licensee may provide proof of self-insurance consistent with Florida law for public entities.

7.2 *Waiver of Subrogation*. To the extent permitted by law, each party waives subrogation against the other for losses covered by its property insurance.

7.3 *Sovereign Immunity*. Consistent with section 768.28(19), neither party waives any defense of sovereign immunity or increases its limits of liability upon entering into this contract with one another. Each party shall be responsible for its own acts an omissions and nothing contained herein shall be construed as an indemnification of the other party for its own negligence.

## 8 Assignment; Sub-licensing; Sharing

Licensee shall not assign, sublicense, share, or otherwise permit use of the Premises by any third party, except (a) employees and agents of Senator McClain's district office; and (b) temporary use by other State of Florida officers or employees solely for official constituent service functions, provided such use is under Licensee's supervision and responsibility. Any other assignment or sharing requires Licensor's prior written consent.

## 9 Maintenance; Repairs; Damage

9.1 *County Responsibilities*. Licensor shall maintain structural elements, roof, and common building systems in good working order, subject to appropriations and applicable procurement requirements.

9.2 *Licensee Responsibilities*. Licensee shall keep the Premises clean and in good order, promptly notify Licensor of needed repairs, and be responsible for damage caused by Licensee's misuse or negligence (ordinary wear and tear excepted).

9.3 *Casualty or Interruption*. If the Premises are rendered unusable due to casualty or other event, Licensor may, in its discretion, provide alternative space if available or terminate this Agreement upon written notice. No damages shall be payable by Licensor for loss of use.

## 10 Notices

All notices shall be in writing and delivered by hand, nationally recognized overnight courier, or certified U.S. Mail, return receipt requested, to the addresses below (or as subsequently updated by notice):

If to Licensor: Levy County, Florida
Attn: County Manager
P.O. Box 310 Bronson, FL 32621

If to Licensee: Florida Senate
Attn: Senator Stan McClain
315 SE 25th Avenue
Ocala, FL 34471

Notices are effective upon receipt (or refusal).

## 11 Governing Law; Venue; Dispute Resolution

11.1 *Law and Venue*. This Agreement is governed by Florida law. Venue lies exclusively in the state courts located in Levy County, Florida.

11.2 *Dispute Resolution*. The parties shall confer in good faith to resolve disputes; failing resolution, either party may pursue remedies available at law or in equity, subject to sovereign immunity and statutory limitations.

## 12 Miscellaneous

12.1 *Entire Agreement; Amendments*. This Agreement constitutes the entire understanding and may be amended only by a written instrument executed by authorized representatives of both parties, and, for Licensor, approved by the Levy County Board of County Commissioners.

12.2 *No Third-Party Beneficiaries*. There are no intended third-party beneficiaries under this Agreement and no third-party has the right to enforce this this Agreement, including but not limited to members of the general public.

12.3 *Counterparts; Electronic Signatures*. This Agreement may be executed in counterparts and by electronic signatures, each of which shall be deemed an original.

12.4 *Radon Gas Notice*. The following disclosure is provided as required by Florida law: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. A radon gas disclosure is typically included in Florida real property occupancy agreements. Florida license forms include a statutory radon gas disclosure.

12.5 *Severability*. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be considered separate and severable and the remainder of this Agreement shall not be affected thereby.

12.6 *Authority*. Each signatory represents that he or she has full power and authority to execute this Agreement on behalf of the respective party.

(Remainder of the Page Left Blank Intentionally. Signature Page Follows Immediately).

IN WITNESS WHEROF, the parties have executed this Agreement as of the Effective Date.

SIGNATURES
LICENSOR:
LEVY COUNTY, FLORIDA, a political subdivision of the State of Florida

By: _____

Name: Tim Hodge

Title: Chair, Board of County Commissioners

ATTEST: _____

Clerk of Court and Comptroller

Approved as to form: _____

Ray Poole, County Attorney

LICENSEE:

THE FLORIDA SENATE, for and on behalf of its District No. 9 Senator

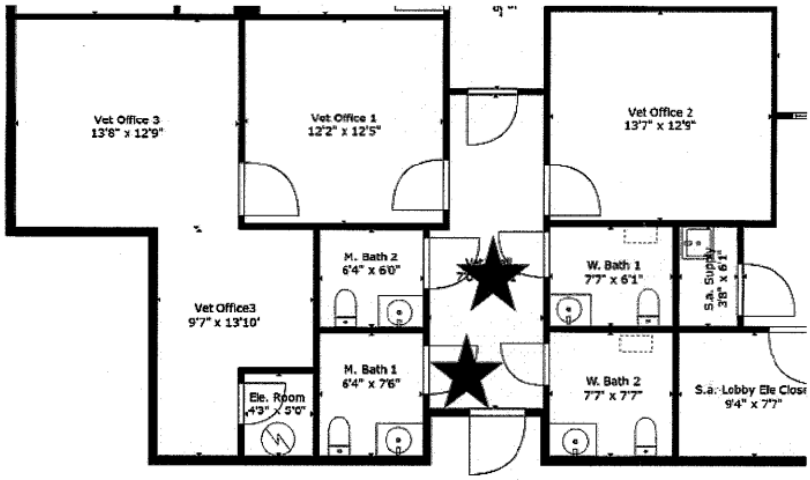
By: _____

Name: [Authorized Official]

Title: [Title]

**Exhibit A: Floor Plan/Diagram Identifying Premises (Vet Office 1)**

151.06 square feet of office space at 353 South Court Street Vet Office 1



## 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, September 8, 2026
4. **Requested Action:**
   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.

5. **Cost & Funding Source:**
   The County will provide this office space to Senator McClain's staff rent-free. Senator McClain's Office will be responsible for its prorated share of the monthly utility costs.

6. **Justification of Request:**
   On March 3, 2026, the BoCC directed staff to develop an agreement allowing Senator McClain and his staff to use office space at the Government Center Complex. Providing this space will allow Levy County residents to meet with the Senator and his staff without traveling outside the County.

**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.**

**WHEREAS**, Levy County owns and operates that certain property located at 353 South Court Street together with the improvements thereon (the "Property") which are the subject of this Resolution; and

**WHEREAS**, the Board finds that portions of office space within buildings on the Property as more particularly described herein (the "Premises") are unusable or not needed for County purposes or usable for affordable housing such that it may be declared surplus pursuant to Section 2-303 of the Levy County Code of Ordinances (the "Code"); and

**WHEREAS**, pursuant to its declaration as surplus herein, the interests in the Property may be disposed of by license according to one of the methods set forth in Section 2-304 of the Code; and

**WHEREAS**, pursuant to Section 2-304 of the Code, the Board may dispose of surplus real property by license to governmental entities as a non-competitive procurement if such entity will use the surplus property to serve the public or community interest and welfare; and

**WHEREAS**, the Florida Senate for and on behalf of its District No. 9 Senator, currently Stan McClain, has expressed interest in using the Premises for an official district office to serve a bona fide public purpose by providing in-county access to legislative constituent services and information; and

**WHEREAS**, the Levy County Board of County Commissioners finds that it is in the best interest of the County to declare the Premises as surplus and to authorize its disposition by license for the purposes described herein.

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

Section 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

Section 2. SURPLUS. The Premises more particularly described in Exhibit A hereto, is hereby declared as surplus pursuant to Section 2-303 of the Code.

Section 3. DISPOSITION. The Levy County Manager or designee is hereby authorized to license the Premises to the Florida Senate for and on behalf of its District No. 9 Senator. The terms and conditions of the license, including the consideration and term, are set forth in the license agreement attached hereto as Exhibit B.

Section 4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

**Duly Adopted** on _____, 2026.

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

By:_____
Tim Hodge, Chair

**ATTEST**: Clerk of the Circuit Court

and Ex Officio Clerk to the Board

By:_____
Matt Brooks, Clerk of Courts

Approved as to form and legal sufficiency

By:_____
Ray Poole, County Attorney

EXHIBIT A

151.06 square feet of office space at 353 South Court Street Vet Office 1

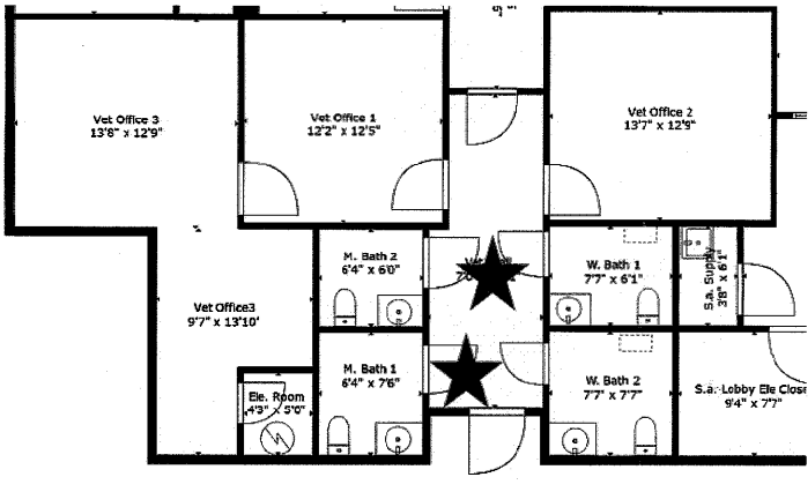


EXHIBIT B

**LICENSE AGREEMENT FOR USE OF COUNTY OFFICE SPACE**
**STATE SENATOR**

THIS LICENSE AGREEMENT (**Agreement**) is entered into as of _____, 2026 (**Effective Date**), by and between LEVY COUNTY, FLORIDA, a political subdivision of the State of Florida (**Licensor**), and THE FLORIDA SENATE, for and on behalf of its District No. 9 Senator (currently Stan McClain) and his district office staff, (**Licensee**).

## RECITALS

**WHEREAS,** Licensor desires to make available certain surplus County office space to support constituent services and outreach for residents of Levy County.

**WHEREAS**, Licensee desires to use such space for an official district office to serve a bona fide public purpose by providing in-county access to legislative constituent services and information.

**WHEREAS**, the parties intend this Agreement to be a license only and not a lease or conveyance of any interest in real property.

**WHEREAS**, the Levy County Board of County Commissioners has adopted Resolution 2026-39 declaring 151.06 square feet of office space located at 353 South Court Street, Bronson, Florida, identified as Vet Office 1 on Exhibit A attached hereto (the **Premises**) as surplus and designating such for Licensee's use in furtherance of the public purpose stated herein and on the terms and conditions set forth in this Agreement.

**WHEREAS**, the parties desire to set forth their respective rights and obligations with respect to the licensed use of the Premises.

## AGREEMENT

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to

**1. License; Nature of Interest**

1.1 *License Grant.* Subject to the terms herein, Licensor hereby grants to Licensee a revocable, nonexclusive, and personal license to use the Premises together with non-exclusive rights to access and use common areas of the building designated by Licensor for such common use, including restrooms, corridors, and parking, solely for the Permitted Use during the Term (as defined below). This Agreement conveys no leasehold or other real property interest, creates no exclusive possession against Licensor, and constitutes a license revocable as provided herein.

1.2 *Permitted Use*. The Premises shall be used solely for: (a) operating an official district office for the current sitting Senator for District No. 11 (currently Stan McClain); (b) meeting with constituents; (c) performing official legislative constituent services and outreach; and (d) incidental clerical, administrative, and communications functions in support thereof. No other use is permitted without Licensor's prior written consent. Premises will be used solely for official public business and constituent services and no campaign or personal use will occur on the Premises. Use of the Premises for private campaign activities, fundraising, or partisan political organization is strictly prohibited and will be considered a material breach of this Agreement. Licensee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Licensee's use of the Premises.

1.3 *Retained Control; Access*. Licensor retains legal possession and control of the Premises and building. Licensor may enter the Premises at reasonable times to inspect, maintain, repair, or for other County purposes, with reasonable advance notice except in emergencies.

## 2 Term; Termination

2.1 *Term*. The term shall commence on the Effective Date and continue through Nov. 7, 2028, intended to run concurrently with Senator McClain's current term of office, subject to renewal as provided in Section 2.2 below (**Term**).

2.2 *Renewal***.** This Agreement shall automatically renew for successive two (2) year terms aligned with each successive legislative term unless notice of intent not to renew is delivered in writing by either party at least thirty (30) days prior to expiration of the then-current Term.

2.3 *Termination for Convenience*. Either party may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other party.

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2.5 *Effect of Termination*. Upon expiration or termination, Licensee shall remove all personal property owned by Licensee, vacate the Premises, and return the Premises to Licensor in its current condition (ordinary wear and tear excepted), and return all keys, badges, or access credentials.

## 3 Consideration; Public Purpose; No Personal Benefit

3.1 *License Fe; Costs*. In support of the public purpose stated herein, Licensor will provide the Premises on the terms and conditions stated herein at no monetary license fee to Licensee during the Term. Licensee will be responsible for a prorated amount of monthly utilities to be provided monthly by Licensor.

*3.2* *Public Purpose*. The parties acknowledge and agree that: (a) furnishing in-county access for residents to meet with their elected state senator and district staff provides a direct public benefit to Levy County residents; (b) the arrangement avoids unnecessary travel burdens and enhances government accessibility and responsiveness; and (c) the consideration consists of Licensee's provision of public constituent services within the County. The parties agrree that this Agreement serves a paramount public purpose and provides a direct public benefit to Levy County residents by facilitating constituent access to state legislative services within the County at no cost, consistent with Florida ethics requirements, and not for the private benefit of any individual or entity.

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4.1 *As-Is Condition*. Licensee accepts the Premises in its existing as-is, where-is condition, with all faults, without representation or warranty as to fitness for any particular purpose.

4.2 *Alterations*. Licensee shall not make structural changes. Non-structural improvements or cabling necessary for the Permitted Use may be made only with Licensor's prior written consent and in compliance with law. Alterations become Licensor's property unless Licensor requires removal and restoration at Licensee's cost upon termination.

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5.1 *Services*. Licensor will provide access during building business hours and reasonable utilities serving the Premises as furnished to comparable offices in the facility, subject to interruptions beyond Licensor's control. Except as provided in Section 3.1 herein, no separate utility reimbursement is due unless otherwise approved by the Board.

5.2 *Janitorial and Trash*. Licensor will provide routine janitorial services for the Premises in accordance with its overall services provided to the building in which the Premises are located. However, Licensee will be responsible for maintaining

the Premises in a clean and orderly manner and shall be responsible for bringing its refuse and waste to the dumpster in locations provided by Licensor.

5.3 *Furniture/Equipment*. Licensee shall furnish its own furniture, equipment, and supplies unless otherwise agreed in writing.

## 6 Operations; Rules; Security

6.1 *Compliance*. Licensee shall comply with all applicable laws, building rules, safety, security, and access protocols reasonably promulgated by Licensor, as amended from time to time, provided they do not unreasonably interfere with the Permitted Use.

6.2 *Hours and Access*. Licensee may access the Premises during regular business hours of Licensor. After-hours access, if any, shall be coordinated with Licensor.

6.3 *Security; Confidentiality*. Licensee is solely responsible for safeguarding its records, confidential information, and equipment within the Premises.

## 7 Insurance; Risk Allocation; Sovereign Immunity

7.1 *Insurance*. Licensee shall maintain, at its expense, (a) commercial general liability insurance with limits not less than [$1,000,000] per occurrence and [$2,000,000] aggregate, naming Licensor as an additional insured; and (b) property insurance covering Licensee's personal property and any approved improvements. Evidence of coverage shall be furnished prior to occupancy and upon renewal. In the alternative, Licensee may provide proof of self-insurance consistent with Florida law for public entities.

7.2 *Waiver of Subrogation*. To the extent permitted by law, each party waives subrogation against the other for losses covered by its property insurance.

7.3 *Sovereign Immunity.* Consistent with section 768.28(19), neither party waives any defense of sovereign immunity or increases its limits of liability upon entering into this contract with one another. Each party shall be responsible for its own acts an omissions and nothing contained herein shall be construed as an indemnification of the other party for its own negligence.

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Licensee shall not assign, sublicense, share, or otherwise permit use of the Premises by any third party, except (a) employees and agents of Senator McClain's district office; and (b) temporary use by other State of Florida officers or employees solely for official constituent service functions, provided such use is under Licensee's supervision and responsibility. Any other assignment or sharing requires Licensor's prior written consent.

## 9 Maintenance; Repairs; Damage

9.1 *County Responsibilities*. Licensor shall maintain structural elements, roof, and common building systems in good working order, subject to appropriations and applicable procurement requirements.

9.2 *Licensee Responsibilities*. Licensee shall keep the Premises clean and in good order, promptly notify Licensor of needed repairs, and be responsible for damage caused by Licensee's misuse or negligence (ordinary wear and tear excepted).

9.3 *Casualty or Interruption*. If the Premises are rendered unusable due to casualty or other event, Licensor may, in its discretion, provide alternative space if available or terminate this Agreement upon written notice. No damages shall be payable by Licensor for loss of use.

## 10 Notices

All notices shall be in writing and delivered by hand, nationally recognized overnight courier, or certified U.S. Mail, return receipt requested, to the addresses below (or as subsequently updated by notice):

If to Licensor: Levy County, Florida
Attn: County Manager
P.O. Box 310 Bronson, FL 32621

If to Licensee: Florida Senate
Attn: Senator Stan McClain
315 SE 25th Avenue
Ocala, FL 34471

Notices are effective upon receipt (or refusal).

## 11 Governing Law; Venue; Dispute Resolution

11.1 *Law and Venue*. This Agreement is governed by Florida law. Venue lies exclusively in the state courts located in Levy County, Florida.

11.2 *Dispute Resolution*. The parties shall confer in good faith to resolve disputes; failing resolution, either party may pursue remedies available at law or in equity, subject to sovereign immunity and statutory limitations.

## 12 Miscellaneous

12.1 *Entire Agreement; Amendments*. This Agreement constitutes the entire understanding and may be amended only by a written instrument executed by

authorized representatives of both parties, and, for Licensor, approved by the Levy County Board of County Commissioners.

12.2 *No Third-Party Beneficiaries*. There are no intended third-party beneficiaries under this Agreement and no third-party has the right to enforce this this Agreement, including but not limited to members of the general public.

12.3 *Counterparts; Electronic Signatures*. This Agreement may be executed in counterparts and by electronic signatures, each of which shall be deemed an original.

12.4 *Radon Gas Notice*. The following disclosure is provided as required by Florida law: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. A radon gas disclosure is typically included in Florida real property occupancy agreements. Florida license forms include a statutory radon gas disclosure.

12.5 *Severability*. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be considered separate and severable and the remainder of this Agreement shall not be affected thereby.

12.6 *Authority*. Each signatory represents that he or she has full power and authority to execute this Agreement on behalf of the respective party.

(Remainder of the Page Left Blank Intentionally. Signature Page Follows Immediately).

IN WITNESS WHEROF, the parties have executed this Agreement as of the Effective Date.

SIGNATURES
LICENSOR:
LEVY COUNTY, FLORIDA, a political subdivision of the State of Florida

By: _____

Name: Tim Hodge

Title: Chair, Board of County Commissioners

ATTEST: _____

Clerk of Court and Comptroller

Approved as to form: _____

Ray Poole, County Attorney

LICENSEE:

THE FLORIDA SENATE, for and on behalf of its District No. 9 Senator

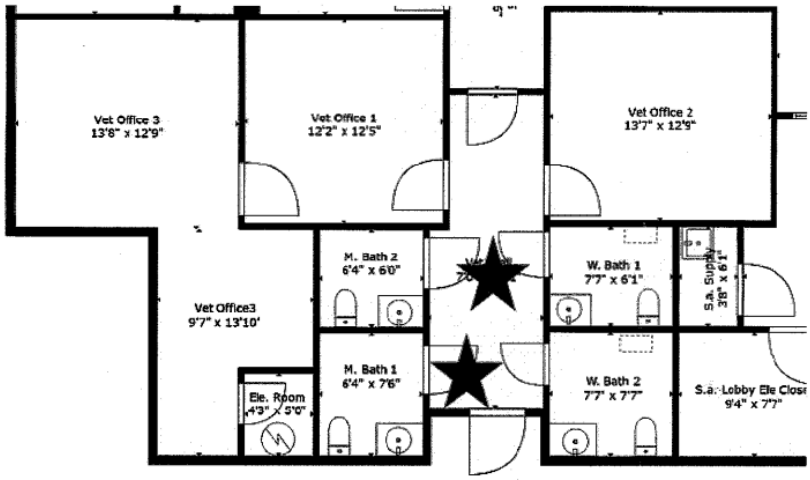
By: _____

Name: [Authorized Official]_____

Title: [Title]_____

**Exhibit A: Floor Plan/Diagram Identifying Premises (Vet Office 1)**

151.06 square feet of office space at 353 South Court Street Vet Office 1



## 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, September 8, 2026
4. **Requested Action:**

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.

5. **Cost & Funding Source:**

This change is estimated to generate approximately $640,000 in additional revenue during the upcoming fiscal year, helping offset the County's cost of receiving, handling, and disposing of commercially hauled waste.

6. **Justification of Request:**

Commercial haulers use the County's solid waste facilities as part of their business and deliver waste for compensation. Because this use creates costs for the County, commercial haulers should pay the applicable tipping fees for all waste they deliver, whether it comes from residential or commercial properties.

The tipping fee is charged to the commercial hauler for using the County's disposal facility and helps recover the cost of receiving, handling, and disposing of commercially delivered waste rather than shifting those costs to residential property owners.

Residents who bring limited amounts of waste from their own homes use the County's facilities differently from businesses that collect and haul waste for compensation.

County staff has documented the County's annual full cost of solid waste management and determined that the proposed tipping fees are reasonable and related to the County's actual disposal costs. The fees are supported by the full-cost determination referenced in the Resolution and do not change or reduce the benefit provided through the County's solid waste assessments.

For these reasons, staff recommends requiring commercial haulers to pay the applicable tipping fees on all waste they deliver to County solid waste facilities.

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# OPINION MEMORANDUM

**VIA PDF EMAIL ONLY**

**TO:** Mary-Ellen Harper, County Manager

**FROM:** Nikki Day, B.C.S.
*Board Certified Expert in City County & Local Government Law*

**DATE:** August 7, 2026 Client-Matter Number: 14841.10

**SUBJECT:** Commercial Hauler Tipping Fees

## QUESTION PRESENTED

You have asked for an opinion memorandum on whether Levy County (the County) may lawfully charge commercial haulers a per-ton tipping fee for residential (non-construction) household waste delivered to the County landfill while continuing to impose the residential non-ad valorem solid waste service assessment under Resolution 2025-49.

This opinion is furnished as a formal opinion is subject in its entirety to the assumptions, qualifications, conditions, and limitations set forth on Appendix A. The conclusions stated in this opinion are qualified by, and must be read together with, each of the items set forth in the Appendix.

## BRIEF ANSWER

Yes, the County may lawfully charge commercial haulers a per-ton tipping fee for residential (non-construction) household waste delivered to the County landfill while continuing to impose the residential non-ad valorem solid waste service assessment under Resolution 2025-49, provided the tipping fee is set within the zone of reasonableness and collection of both revenue streams does not cause the assessment to exceed the County's apportioned benefit.

## STATEMENT OF FACTS

Resolution 2025-49, the Amended and Restated Final Assessment Resolution adopted September 9, 2025, reimposes an annual non-ad valorem Solid Waste Service Assessment against residential property to fund "Solid Waste and Recovered Materials disposal services, facilities, and programs" for the fiscal year beginning October 1, 2025.The assessment is adopted under Ordinance 2004-03 (Chapter 78, Levy County Code), Article VIII, Section 1 of the Florida Constitution, and sections 125.01 and 125.66, Florida Statutes. The resolution contains legislative findings that each assessed parcel is "specially benefited" by the disposal services and that the assessments are "fairly and reasonably apportioned among the Residential Properties receiving the special benefit." Proceeds may be used only to fund residential solid waste disposal services, facilities, and programs.

Resolution 2025-65, adopted November 4, 2025 under section 125.01 and section 74-33 of the Levy County Code, sets the schedule of tipping fees. Currently, "Waste Generated from a Dwelling Unit" is billed at "No charge" (garbage with no daily limit; yard trash, bulk trash, and white goods within stated daily limits). Waste "Generated from Non-Residential" property is charged $70.00 per ton. Whether waste is "generated from a Dwelling Unit" is determined by the Director based on documentation supplied by the person disposing of the waste.

The County does not currently charge tipping fees to commercial haulers delivering residential (non-construction) waste.

ANALYSIS

The Florida Supreme Court has held that a solid waste disposal special assessment and tipping fees can coexist. *See e.g. Harris v. Wilson*, 693 So. 2d 945 (Fla. 1997). The tipping fee is imposed on the hauler rather than the resident, and the County has statutory authority to charge reasonable disposal fees at its facility. §403.706, Fla. Stats. (2026). However, the collection of both must consider the full costs for residential solid waste management.

I. The County has statutory authority to impose tipping fees on haulers and to fund residential disposal through a special assessment

Florida law grants counties broad authority over solid waste disposal facilities and the fees charged for their use. Section 403.706(1) provides that a county "has the responsibility and power to provide for the operation of solid waste disposal facilities" and that "[c]ounties may charge reasonable fees for the handling and disposal of solid waste at their facilities." Section 403.7049(5) separately authorizes a county that owns or operates a solid waste management facility to "charge solid waste disposal fees which may vary based on a number of factors," and section 403.7049(4) encourages volume- or weight-based fees on residential and nonresidential users. This provides direct support for Levy County's per-ton schedule. These powers are reinforced by the county home-rule power in section 125.01(1)(k) to "[p]rovide and regulate waste and sewage collection and disposal," which is to be "liberally construed" to secure the broad exercise of home-rule authority.

The special assessment rests on separate and equally settled authority. A non-ad valorem special assessment for solid waste disposal is a recognized county funding mechanism, adopted here under Chapter 78 of the County Code, sections 125.01 and 125.66, and collected under section 197.3632, Florida Statutes. Both instruments are thus independently authorized.

II. A tipping fee and a special assessment are legally distinct mechanisms, and Florida law permits a county to use both to fund the same solid waste program

A tipping fee and a special assessment are different creatures. A special assessment is a charge against property that derives a special benefit from the service funded; it is "inherently different" from a tax and "governed by entirely different principles." *See e.g. City of Boca Raton v. State*, 595 So. 2d 25 (Fla. 1992). A tipping fee is usually considered a user fee, by contrast. A user fee is "charged in exchange for a particular governmental service which benefits the party paying the fee," and is generally "paid by choice," in that the payer "has the option of not utilizing the governmental service and thereby avoiding the charge." *City of Gainesville v. State*, 863 So. 2d 138 (Fla. 2003). There is "no bright-line test" separating the two, and courts weigh multiple factors

including: the name of the charge, the relationship between the amount and the value of the service, who is charged, whether the charge is voluntary, and whether it is statutorily authorized as a fee. *Id.* A per-ton tipping fee billed to a hauler for use of the landfill sits comfortably on the user-fee side of that line; the residential Solid Waste Service Assessment sits on the special-assessment side.

Florida courts have expressly approved the coexistence of these two mechanisms for the same solid waste program. In *Speer v. Olson,* the Florida Supreme Court, held that it was appropriate for a county to levy a property-based charge for solid waste disposal while simultaneously imposing user charges to meet the program's operating costs. 367 So. 2d 207 (Fla. 1978)(discussing *Tucker v. Underdown).* And in *Sarasota Cnty. v. Sarasota Church of Christ, Inc.*, the Court approved moving from a prior tax-funded model to a special assessment, holding that the existence of a prior funding method did not invalidate an assessment. 667 So. 2d 180 (Fla. 1995).

Further, in *Harris v. Wilson,* Clay County funded residential solid waste disposal in its unincorporated area through a non-ad valorem special assessment, while recovering the disposal costs of municipal, commercial, and other nonresidential waste through tipping fees at the disposal site. 693 So. 2d 945 (Fla. 1997). In affirming the assessment, the Court held that "a previous method of funding for the services (such as the tax in *Sarasota County* or the tipping fees previously collected in this case) does not preclude the imposition of an assessment."

Therefore, a tipping fee on commercial haulers and a residential assessment are not categorically mutually exclusive.

III. The County should still document its cost basis

A valid special assessment has two requirements: (1) the assessed property must derive a special benefit from the service provided, and (2) the assessment must be "fairly and reasonably apportioned among the properties that receive the special benefit." *City of Boca Raton v. State,* 595 So. 2d 25 (Fla. 1992). Apportionment carries a cost ceiling: the amount assessed against each parcel may not be "in excess of the proportional benefits." *Id.*

Resolution 2025-49 sets the assessment as a floor on the benefit rather than as the full measure of it. Section 5(B) declares that each parcel "will be benefited by the County's provision of Solid Waste and Recovered Materials disposal services, facilities, and programs in an amount not less than the Solid Waste Service Assessment for such parcel." The companion finding in Section 5(A) likewise fixes the special benefit "in the amount of the Solid Waste Service Assessment" 2, and Section 5(C) recites only that the assessments are "fairly and reasonably apportioned among the Residential Properties receiving the special benefit." None of these findings asserts that the assessment captures the entire value of the benefit conferred.

Two further features of the Resolution reinforce that the assessment was not set to recover the County's full cost. Section 5(G) provides that any shortfall in assessment proceeds "shall be supplemented by any legally available funds" 4 — a mechanism that presupposes the assessment alone may not fund the full cost of the service. And Section 5(E) recovers an "estimated" solid waste cost framed as the portion allocated to the assessment rather than as the County's total solid-waste program cost. Further, the actual assessments imposed ($116 per dwelling unit) is less than the advertised maximum ($162 per dwelling unit).

The practical significance is favorable to the proposed structure. If, consistent with the Resolution's findings, the value of the disposal benefit each residential parcel receives is at least (and potentially greater than) the $116.00 assessed, then a gap exists between what residents pay through the assessment and the actual cost of

the disposal service. A hauler tipping fee that recovers all or part of that gap is correspondingly less likely to push the County's special assessment apportionment for residential waste above cost.

Similarly, a user fee must be set at a reasonable amount based on the services provided and considering the full costs for solid waste management. The tipping fee need not be limited to bare cost recovery. Where a local government operates a service as a proprietary utility rather than merely imposing a regulatory charge, Florida courts have permitted the utility to earn a reasonable return so long as rates remain within the "zone of reasonableness." *See e.g. Rosalind Holding Co. v. Orlando Utilities Comm'n, 4*02 So. 2d 1209 (Fla. 5th Dist. Ct. App. 1981). Because section 403.7049, Florida Statutes, contemplates operating a county's solid waste system through an enterprise-fund process in determining full cost, the County may treat its disposal facility as such a proprietary enterprise and build a reasonable margin into the tipping fee, provided the rates remain within the zone-of-reasonableness.

This latitude, however, is meaningfully constrained in two respects. First, it applies to the tipping fee, not to the special assessment, which remains bound by the special benefit/apportionment ceiling and must recover cost with no profit. Second, because Florida courts have generally analyzed solid waste charges under the user-fee framework (where a charge set above the value of the service to raise general revenue risks recharacterization as an unauthorized tax) a return-bearing tipping fee should be carefully scrutinized.

Accordingly, the County should document its annual full cost of solid waste management and confirm that the assessment recovers no more than cost, and any tipping fee is reasonably set based on full costs of solid waste management.

IV. Clarifying that the tipping fee charge is imposed on the hauler, not the resident helps characterize it as a proper fee, but does not by itself obviate the need for cost justification

The distinction between who pays the fee (the hauler) and the assessment (the resident) is meaningful because the identity of the payer and the voluntary, use-based nature of the charge are among the factors that characterize a tipping fee as a lawful user fee. *See e.g. City of Gainesville v. State*, 863 So. 2d 138 (Fla. 2003). A fee billed to a hauler for each ton it delivers to the landfill is a classic user fee, and confirms haulers "may be subjected to a tipping fee at the dump based on the volume produced." *Harris v. Wilson*, 656 So. 2d 512 (Fla. 1st Dist. Ct. App. 1995).

It is insufficient, however, to answer the special assessment apportionment question, because that question looks to what the assessment recovers, not who nominally pays the fee. If the same residential waste cost is funded once through the assessment and again through a tipping fee, the total the County recovers could potentially exceed its total apportioned cost regardless of which party pays.

## CONCLUSION

The County may lawfully charge commercial haulers a tipping fee for residential household waste delivered to the landfill while continuing to impose the residential non-ad valorem service assessment. The two charges are distinct revenue mechanisms, each independently authorized by statute, and Florida law. However, the County should ensure a documented cost basis is performed that considers the County's full costs for waste management.

APPENDIX A

1. Scope of Opinion. This opinion addresses only the question expressly presented. We express no opinion on any other matter, including without limitation the validity of any bond, the tax consequences of any charge, rate-making methodology, environmental or permitting compliance, federal constitutional questions not expressly addressed, the enforceability of any hauler franchise or contract, or the treatment of construction, commercial, or special waste. No opinion is implied or may be inferred beyond the questions expressly addressed.

2. Governing Law and Date. This opinion is limited to the laws of the State of Florida and the ordinances and resolutions of Levy County as in effect on the date of this opinion. We express no opinion as to the laws of any other jurisdiction. Our conclusions are based on statutes, regulations, and judicial decisions as they exist on the date hereof. Legal authorities and facts may change, and a change may alter the conclusions expressed. We assume no obligation, and undertake no duty, to update, supplement, or revise this opinion to reflect any change in law, fact, or circumstance occurring after the date of this opinion, or any authority or information that may later come to our attention.

3. Reliance on County-Provided Facts and Documents. In rendering this opinion we have relied, without independent investigation or verification, upon the facts, representations, records, resolutions, ordinances, and other information furnished to us by the County and its officers, employees, and agents, and we have assumed that all such facts, representations, and information are true, accurate, and complete, and that they remain so as of the date of this opinion. We have further assumed the genuineness of all signatures, the legal capacity and authority of all persons executing documents, the authenticity of all documents submitted to us as originals, and the conformity to the originals of all documents submitted to us as copies. We have not undertaken any independent audit, survey, engineering study, cost accounting, or factual investigation of the County's solid waste operations, tonnages, revenues, or costs, and this opinion should not be understood as any assurance regarding the accuracy of such underlying facts. Any inaccuracy or incompleteness in the facts, documents, or representations provided to us, or any deviation of the County's actual practice from the facts assumed, may render this opinion inapplicable or incorrect.

4. Specific Factual Assumptions. Without limiting the generality of paragraph 3, we have specifically assumed that: (a) Resolution 2025-49 and Resolution 2025-65 were each duly adopted following the notice, hearing, and procedural requirements recited therein and applicable law, and remain in full force and effect; (b) the County landfill, Transfer Station, and Satellite Stations are owned and operated by the County; (c) the Solid Waste Service Assessment currently recovers no more than the County's actual cost of providing solid waste disposal services, facilities, and programs to the assessed residential property, and yields no profit to the County.

5. Conditions to the Opinion. This opinion is expressly conditioned upon the County's implementation of the following measures, and our conclusions assume that the County will do so. To the extent the County does not implement these measures, the risk increases materially and this opinion should not be relied upon:

   (a) The County will determine and document, on an annual basis, its full cost of solid waste management, and will set both the assessment and the tipping fee based on documented costs.

   (b) The tipping fee will be reasonable, relative to the service provided, and applied on a non-discriminatory basis.

(c) In adopting the tipping fee, the County will adopt supporting legislative findings documenting the cost allocation between the assessment and the tipping fee, and the basis for any distinction between hauler-delivered and self-hauled residential waste.

6. Contested Legal Question; No Guarantee of Outcome. The lawfulness of imposing a hauler tipping fee on residential waste whose disposal is also funded by a residential non-ad valorem assessment is a contested and evolving question of Florida law. Although our conclusion rests on directly on-point authority of the Florida Supreme Court, the precise structure the County contemplates has not been squarely validated, and similar dual-charge solid-waste structures have been the subject of challenge in other jurisdictions.
7. Nature of Opinion; Not a Warranty. This opinion represents our reasoned professional judgment regarding the legal matters addressed; it is not a guarantee, warranty, or assurance of any particular result, and it does not insure the County against the cost, burden, or outcome of litigation.
8. Limitation on Reliance and Distribution. This opinion is rendered solely for the benefit of Levy County and its Board of County Commissioners in connection with the specific matter addressed, and may not be relied upon by any other person or entity, or for any other purpose, without our prior written consent. No attorney-client relationship with, or duty to, any third party is created by the delivery of this opinion or by any permitted disclosure of it.
9. Severability of Conclusions. Each assumption, qualification, condition, and limitation set forth above applies to the entirety of this opinion. If any assumption proves incorrect or any condition is not satisfied, the affected conclusions should be regarded as withdrawn to that extent, without affecting the balance of the opinion insofar as it is not dependent on the assumption or condition in question.

**RESOLUTION**
**NUMBER ~~2025-65~~ 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.**

**WHEREAS,** the Levy County Board of County Commissioners (the "Board") is authorized pursuant to Section 125.01, Florida Statutes and Section 74-33 of the Levy County Code, to prescribe, by resolution after a public hearing, rules and regulations for the disposal of solid waste and a schedule of rates, fees and charges for solid waste disposal;

**WHEREAS,** on ~~July 22, 2025~~November 4, 2025, the Board adopted Resolution Number 2025-65~~38~~ which provided a schedule of rates, fees and charges and regulations for the disposal of solid waste;

**WHEREAS,** at its ~~Regular~~Special Meeting on ~~October~~ July 7, 2026~~5~~, the Board discussed and provided direction concerning revising the daily limit and fees for disposal of garbage generated from a dwelling unit; and

WHEREAS, Commercial Haulers are engaged in the collection and transportation of Solid Waste as a business or for compensation, use the County's disposal facilities in a manner and volume different in degree and kind from an individual resident delivering limited quantities of household waste, and impose costs attributable to their commercial use; and

WHEREAS, the Board finds that requiring Commercial Haulers to pay the applicable tipping fees for all Solid Waste they deliver to County disposal facilities, regardless of whether such waste originated from residential or non-residential property, is equitable and cost-justified because (i) the tipping fee is imposed on the Commercial Hauler as a user of the disposal facility, not on the resident, (ii) it recovers the County's cost of disposing of commercially delivered waste, and (iii) it ensures that the commercial use of County facilities is paid for by those engaged in that commercial activity rather than further shifted to the general body of residential property owners; and

WHEREAS, the Board further finds that a resident who personally delivers limited quantities of Solid Waste generated from the resident's own Dwelling Unit, and a Commercial Hauler who delivers Solid Waste for compensation, are not similarly situated with respect to the use of and burden placed upon County disposal facilities, and that therefore the distinction drawn by this Resolution between owner- or occupant-delivered household waste and Commercial Hauler-delivered waste is reasonable and equitable; and

WHEREAS, County staff has documented its annual full cost of solid waste management, which is on file with Solid Waste Department and confirmed that the fees set forth in this Resolution are reasonable, bear a reasonable relationship to the County's cost of receiving, handling, and disposing of such waste, are supported by the full-cost determination referenced above, and do not implicate or disrupt the benefit apportioned by the County's solid waste services assessments; and

**WHEREAS,** at its Regular Meeting on September 8, 2026 the Board found it appropriate and equitable to distinguish between residents disposing of limited quantities of Solid Waste generated from their own Dwelling Units and Commercial Haulers engaged in the collection and transportation of Solid Waste as a business or for compensation, and further finds that Commercial Haulers should pay the

applicable tipping fees for Solid Waste delivered to County disposal facilities regardless of whether such waste originated from residential or non-residential property; and

**WHEREAS,** Board ~~held a public hearing to consider~~adopted this Resolution at a duly noticed public meeting, at which time all interested persons had an opportunity to be heard.

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

**Section 1. Recitals and Findings.** The above recitals are true and correct and are incorporated herein by reference as if set forth in full as the legislative findings of the Board.

**Section 2. Definitions.** Terms used in this Resolution have the following meanings, unless the context clearly indicates otherwise:

"Biohazardous Waste" means any Solid Waste which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts, laboratory and veterinary waste which contains human disease-causing agents, used disposable sharps, human blood, and human blood products and body fluids, and other materials which represent a significant risk of infection to persons outside of the generating facility.

"Bulk Trash" means any non-vegetative large items of various types which cannot be cut for placement in a garbage container, and includes carpeting of any diameter if folded, tied and rolled or bundled and cut in lengths of six (6) feet or less. Bulk Trash does not include Special Waste, White Goods, automobiles and automotive components, internal combustion engines or Construction Debris.

**"Commercial Hauler"** means any person or entity engaged in the collection, transportation, or hauling of Solid Waste for compensation, as part of a business or commercial activity, or on behalf of another person or entity. The term includes any private waste collection company, contractor, property maintenance company, clean-out service, or other person or entity transporting Solid Waste generated by another person or property owner for compensation or other commercial purpose.

"Construction Debris" means materials generally not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, or roofing material, pipe, gypsum wallboard, and lumber. Construction Debris shall include materials from the construction or destruction of a structure as part of a construction or demolition project, and including rocks, soils, stumps, and other vegetative matter which normally results from land clearing or land development operations for a construction or home improvement project.

"Department" means the Levy County Solid Waste Department.

"Director" means the Director and Assistant Director of the Department.

"Dwelling Unit" means a building, or portion thereof, located on real property within Levy County that is lawfully used as living quarters for one family only.

"Ferrous metals" means any metals containing significant quantities of iron or steel.

"Garbage" means every refuse accumulation of animal, fruit, vegetable, or organic matter that attends the preparation, use, cooking and dealing in, or storage of, meats, fish, fowl, fruit or vegetables, and decay, putrefaction and the generation of noxious or offensive gases or odors, or which, during or after decay, may serve as breeding or feeding material for flies or other germ carrying insects.

"Hazardous Waste" means Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible

illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

"Manure" means, as defined in Ch. 62-701.200, F.A.C., a solid waste composed of excreta of animals, and residual materials that have been used for bedding, sanitary or feeding purposes for such animals.

"Non-Residential" means any real property within Levy County that does not contain a Dwelling Unit.

"Prohibited Waste" means any Hazardous Waste (except the limited types and quantities specified in the Schedule of Rates, Fees, and Charges in Section 2 that are generated at a Dwelling Unit), Biohazardous Waste, Manure and certain Special Wastes.

"Recovered (Recycled) Materials" means those materials which are capable of being recycled, such as: (a) newspapers, including the normal percentage of rotogravure and colored sections, but not including phone books, magazines, and any paper other than newspaper; (b) aluminum beverage cans, commingled with ferrous food containers; and (c) high density polyethylene plastics ("HDPE") commingled with polyethylene terephthalate plastics ("PET"). Recovered Materials do not include Prohibited Waste, white office paper, aerosol cans, pharmaceutical glass containers, medical waste containers, pesticide containers or containers originally containing Prohibited Waste. The definition of Recovered (Recycled) Materials may be revised from time to time by the Director, based on market demands or restrictions.

"Satellite Station" means a location established and developed by the County and operated by the Department in various areas throughout the County for disposal of limited types of Solid Waste generated from a Dwelling Unit and for disposal of Recovered (Recycled) Materials.

"Solid Waste" includes Garbage, Yard Trash, Bulk Trash, White Goods, or other discarded material resulting from normal housekeeping activities, and excludes Prohibited Waste.

"Special Waste" means Solid Waste that requires special handling and management, including, but not limited to, asbestos, whole tires, used tires, used oil, lead-acid batteries, and Biohazardous Wastes and shall include items that exceed any size limitations for Yard Trash and Bulk Trash.

"Transfer Station" means the solid waste disposal facility established, owned and operated by the County located between Bronson and Williston, Florida.

"White Goods" means discarded refrigerators, washing machines, dryers, ranges, water heaters, freezers, air conditioning units, and other similar large appliances.

"Yard Trash" means vegetative matter resulting from normal yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds or small tree branches that do not exceed four feet in length and four inches in diameter.

**Section 3~~2~~. Schedule of Rates, Fees and Charges.**

**Schedule of Rates, Fees and Charges for Solid Waste Disposal**

~~Note 1: Determinations of type of waste for fee purposes and/or whether waste is generated from a Dwelling Unit will made by the Director, or operator of the Transfer Station or Satellite Station, as applicable, based on documentation provided by the person disposing of the waste and other reasonable evidence available to the Director or operator.~~

**Note 1:** Determinations of the type, source, and quantity of waste for fee purposes, including whether waste was generated from a Dwelling Unit and whether the person delivering the waste is a

Commercial Hauler, shall be made by the Director, or operator of the Transfer Station or Satellite Station, as applicable, based upon documentation provided by the person disposing of the waste and other reasonable evidence available to the Director or operator.

| | | |
|---|---|---|
| Note 2: Garbage must be bagged or in containers. | | |
| **~~Waste Generated from a Dwelling Unit – No charge~~ Waste Generated from a Dwelling Unit and Delivered by the Owner, Occupant, or Other Non-Commercial Hauler – No Charge** | | |
| 1 | *Garbage – daily limit of one load* | No Charge |
| 2 | *Yard Trash and vegetative debris that does not exceed the daily limit of: two cubic yards or the volume equivalent of a 5' x 10' trailer* | No Charge |
| 3 | *Bulk Trash that does not exceed the daily limit of one item (such as one roll of carpet, one mattress, one piece of furniture or one television)* | No Charge |
| 4 | *White Goods that do not exceed the daily limit of one item* | No Charge |
| **Waste Generated from a Dwelling Unit - in excess of the daily limit and certain special waste** | | **Charge** |
| 5 | *Garbage generated from a Dwelling Unit that exceeds the daily limit in 1 above* | $~~70~~85.00 per ton |
| 6 | *Yard Trash and other vegetative debris that exceeds the daily limit in 2 above; Bulk Trash that exceeds the daily limit in 3 above; and/or White Goods that exceed the daily limit in 4 above* | $~~70~~85.00 per ton |
| 7 | *Household paint, pesticides or gas* | $1.00 per gallon |
| **~~Waste Generated from Non-Residential~~ Solid Waste Delivered by Commercial Haulers** | | |
| 8 | *Garbage, Bulk Trash, Yard Trash and any other vegetative debris, White Goods and all other Solid Waste, ~~not specifically identified in 9 through 19 below~~ delivered by a Commercial Hauler, whether generated from a Dwelling Unit or Non-Residential property, except waste specifically subject to another rate established below* | $~~70~~85.00 per ton |
| **Waste Generated from Non-Residential or a Dwelling Unit** | | |
| 9 | *Passenger vehicle tires up to maximum of four (4) tires* | $5.00 per tire |
| 10 | *Passenger vehicle tires over four (4) tires* | $155.00 per ton |
| 11 | *Commercial vehicle tires (no rims)* | $185.00 per ton |
| 12 | *Off-road vehicle or tractor tires (no rims)* | $300.00 per ton |
| 13 | *Construction Debris* | $ 85.00 per ton |
| 14 | *Special Waste or Mixed Loads (contains a combination of types of waste)* | $250.00 per ton |
| 15 | *Televisions* | $ 8.00 each |
| 16 | *Propane Tanks* | $10 per tank |
| 17 | *Ferrous metals* | $70.00 per ton |
| 18 | *Recovered (Recycled) Materials* | No charge |
| 19 | *Used Oil, 10 gallon limit per day* | $2.00 per gallon |
| Note 3: Commercial Haulers. Notwithstanding any other provision of this Resolution, all Solid Waste delivered to a County solid waste disposal facility by a Commercial Hauler shall be subject to the applicable rates, fees, and charges established by this Resolution. The no-charge disposal provisions applicable to waste generated from a Dwelling Unit apply only when such waste is delivered by the owner or occupant of the Dwelling Unit, or another person transporting the waste without compensation and not as part of a business or commercial activity. Waste generated from a Dwelling Unit does not qualify for no-charge disposal when collected, transported, or delivered by a Commercial Hauler. | | |

**Section ~~43~~. Payment.** All rates, fees or charges must be paid in full prior to disposal. Payment must be made to the Transfer Station scale house attendant or to another Department employee as directed and authorized by the Director. Payment may be made by cash, valid credit card, debit card, Apple Pay, Director approved check, or a payment account in good standing established pursuant to Section 74-35 of the Levy County Code. The Director may impose other limitations or restrictions on methods of acceptable payment in the event of special or unique circumstances.

**Section ~~54.~~ Disposal at Satellite Stations.**

(a) Disposal at Satellite Stations is limited to ~~the following types and amounts of waste:~~ Solid Waste generated from a Dwelling Unit and personally transported by the owner or occupant of the Dwelling Unit, or another person transporting the waste without compensation and not as part of a business or commercial activity, in the following types and amounts:

(i) Garbage generated from a Dwelling Unit that does not exceed eight 13-gallon bags or two 90-gallon containers;

(ii) Yard Trash generated from a Dwelling Unit that does not exceed the daily limit in 2 above;

(iii) White Goods generated from a Dwelling Unit that do not exceed the daily limit in 4 above; and

(iv) Recovered (Recycled) Materials.

(b) ~~All waste disposed of at a Satellite Station must be transported in passenger vehicles. Commercial vehicles are prohibited.~~ Commercial Haulers are prohibited from disposing of Solid Waste at Satellite Stations and shall deliver Solid Waste to the Transfer Station or other facility designated by the Director and pay the applicable rates, fees, and charges established by this Resolution.

(c) All waste disposed of at a Satellite Station must be transported in passenger vehicles. Commercial vehicles are prohibited.

**Section ~~6~~5. Repeal.** Resolution Number 2025-65 is hereby repealed and replaced with the provisions of this Resolution. Likewise, any other prior resolution or action by the Board that is in conflict with the provisions of this Resolution is hereby repealed.

**Section 7. Severability**. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

**Section ~~7~~6. Effective Date.** This Resolution will become effective immediately upon adoption.

**PASSED AND DULY ADOPTED on ~~November 4, 2025.~~September 8, 2026**

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA

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

_____
~~Desirée Mills~~Tim Hodge, Chair

_____
Matt Brooks, Clerk

Approved as to form and legal sufficiency

_____
~~Nicolle Shalley~~Ray Poole, County Attorney
~~Heather Enciniosa~~

**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.**

**WHEREAS,** the Levy County Board of County Commissioners (the "Board") is authorized pursuant to Section 125.01, Florida Statutes and Section 74-33 of the Levy County Code, to prescribe, by resolution after a public hearing, rules and regulations for the disposal of solid waste and a schedule of rates, fees and charges for solid waste disposal;

**WHEREAS,** on November 4, 2025, the Board adopted Resolution Number 2025-65 which provided a schedule of rates, fees and charges and regulations for the disposal of solid waste;

**WHEREAS,** at its Special Meeting on July 7, 2026, the Board discussed and provided direction concerning revising the daily limit and fees for disposal of garbage generated from a dwelling unit; and

WHEREAS, Commercial Haulers are engaged in the collection and transportation of Solid Waste as a business or for compensation, use the County's disposal facilities in a manner and volume different in degree and kind from an individual resident delivering limited quantities of household waste, and impose costs attributable to their commercial use; and

WHEREAS, the Board finds that requiring Commercial Haulers to pay the applicable tipping fees for all Solid Waste they deliver to County disposal facilities, regardless of whether such waste originated from residential or non-residential property, is equitable and cost-justified because (i) the tipping fee is imposed on the Commercial Hauler as a user of the disposal facility, not on the resident, (ii) it recovers the County's cost of disposing of commercially delivered waste, and (iii) it ensures that the commercial use of County facilities is paid for by those engaged in that commercial activity rather than further shifted to the general body of residential property owners; and

WHEREAS, the Board further finds that a resident who personally delivers limited quantities of Solid Waste generated from the resident's own Dwelling Unit, and a Commercial Hauler who delivers Solid Waste for compensation, are not similarly situated with respect to the use of and burden placed upon County disposal facilities, and that therefore the distinction drawn by this Resolution between owner- or occupant-delivered household waste and Commercial Hauler-delivered waste is reasonable and equitable; and

WHEREAS, County staff has documented its annual full cost of solid waste management, which is on file with Solid Waste Department and confirmed that the fees set forth in this Resolution are reasonable, bear a reasonable relationship to the County's cost of receiving, handling, and disposing of such waste, are supported by the full-cost determination referenced above, and do not implicate or disrupt the benefit apportioned by the County's solid waste services assessments; and

**WHEREAS,** at its Regular Meeting on September 8, 2026 the Board found it appropriate and equitable to distinguish between residents disposing of limited quantities of Solid Waste generated from their own Dwelling Units and Commercial Haulers engaged in the collection and transportation of Solid Waste as a business or for compensation, and further finds that Commercial Haulers should pay the applicable tipping fees for Solid Waste delivered to County disposal facilities regardless of whether such waste originated from residential or non-residential property; and

**WHEREAS,** Board adopted this Resolution at a duly noticed public meeting, at which time all interested persons had an opportunity to be heard.

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

**Section 1. Recitals and Findings.** The above recitals are true and correct and are incorporated herein by reference as if set forth in full as the legislative findings of the Board.

**Section 2. Definitions.** Terms used in this Resolution have the following meanings, unless the context clearly indicates otherwise:

"Biohazardous Waste" means any Solid Waste which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts, laboratory and veterinary waste which contains human disease-causing agents, used disposable sharps, human blood, and human blood products and body fluids, and other materials which represent a significant risk of infection to persons outside of the generating facility.

"Bulk Trash" means any non-vegetative large items of various types which cannot be cut for placement in a garbage container, and includes carpeting of any diameter if folded, tied and rolled or bundled and cut in lengths of six (6) feet or less. Bulk Trash does not include Special Waste, White Goods, automobiles and automotive components, internal combustion engines or Construction Debris.

**"Commercial Hauler"** means any person or entity engaged in the collection, transportation, or hauling of Solid Waste for compensation, as part of a business or commercial activity, or on behalf of another person or entity. The term includes any private waste collection company, contractor, property maintenance company, clean-out service, or other person or entity transporting Solid Waste generated by another person or property owner for compensation or other commercial purpose.

"Construction Debris" means materials generally not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, or roofing material, pipe, gypsum wallboard, and lumber. Construction Debris shall include materials from the construction or destruction of a structure as part of a construction or demolition project, and including rocks, soils, stumps, and other vegetative matter which normally results from land clearing or land development operations for a construction or home improvement project.

"Department" means the Levy County Solid Waste Department.

"Director" means the Director and Assistant Director of the Department.

"Dwelling Unit" means a building, or portion thereof, located on real property within Levy County that is lawfully used as living quarters for one family only.

"Ferrous metals" means any metals containing significant quantities of iron or steel.

"Garbage" means every refuse accumulation of animal, fruit, vegetable, or organic matter that attends the preparation, use, cooking and dealing in, or storage of, meats, fish, fowl, fruit or vegetables, and decay, putrefaction and the generation of noxious or offensive gases or odors, or which, during or after decay, may serve as breeding or feeding material for flies or other germ carrying insects.

"Hazardous Waste" means Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

"Manure" means, as defined in Ch. 62-701.200, F.A.C., a solid waste composed of excreta of animals, and residual materials that have been used for bedding, sanitary or feeding purposes for such animals.

"Non-Residential" means any real property within Levy County that does not contain a Dwelling Unit.

"Prohibited Waste" means any Hazardous Waste (except the limited types and quantities specified in the Schedule of Rates, Fees, and Charges in Section 2 that are generated at a Dwelling Unit), Biohazardous Waste, Manure and certain Special Wastes.

"Recovered (Recycled) Materials" means those materials which are capable of being recycled, such as: (a) newspapers, including the normal percentage of rotogravure and colored sections, but not including phone books, magazines, and any paper other than newspaper; (b) aluminum beverage cans, commingled with ferrous food containers; and (c) high density polyethylene plastics ("HDPE") commingled with polyethylene terephthalate plastics ("PET"). Recovered Materials do not include Prohibited Waste, white office paper, aerosol cans, pharmaceutical glass containers, medical waste containers, pesticide containers or containers originally containing Prohibited Waste. The definition of Recovered (Recycled) Materials may be revised from time to time by the Director, based on market demands or restrictions.

"Satellite Station" means a location established and developed by the County and operated by the Department in various areas throughout the County for disposal of limited types of Solid Waste generated from a Dwelling Unit and for disposal of Recovered (Recycled) Materials.

"Solid Waste" includes Garbage, Yard Trash, Bulk Trash, White Goods, or other discarded material resulting from normal housekeeping activities, and excludes Prohibited Waste.

"Special Waste" means Solid Waste that requires special handling and management, including, but not limited to, asbestos, whole tires, used tires, used oil, lead-acid batteries, and Biohazardous Wastes and shall include items that exceed any size limitations for Yard Trash and Bulk Trash.

"Transfer Station" means the solid waste disposal facility established, owned and operated by the County located between Bronson and Williston, Florida.

"White Goods" means discarded refrigerators, washing machines, dryers, ranges, water heaters, freezers, air conditioning units, and other similar large appliances.

"Yard Trash" means vegetative matter resulting from normal yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds or small tree branches that do not exceed four feet in length and four inches in diameter.

**Section 3. Schedule of Rates, Fees and Charges.**

**Schedule of Rates, Fees and Charges for Solid Waste Disposal**

**Note 1:** Determinations of the type, source, and quantity of waste for fee purposes, including whether waste was generated from a Dwelling Unit and whether the person delivering the waste is a Commercial Hauler, shall be made by the Director, or operator of the Transfer Station or Satellite Station, as applicable, based upon documentation provided by the person disposing of the waste and other reasonable evidence available to the Director or operator.

| Note 2: Garbage must be bagged or in containers. |
| --- |
| **Waste Generated from a Dwelling Unit and Delivered by the Owner, Occupant, or Other Non-Commercial Hauler – No Charge** |

| | | |
|---|---|---|
| 1 | *Garbage – daily limit of one load* | No Charge |
| 2 | *Yard Trash and vegetative debris that does not exceed the daily limit of: two cubic yards or the volume equivalent of a 5' x 10' trailer* | No Charge |
| 3 | *Bulk Trash that does not exceed the daily limit of one item (such as one roll of carpet, one mattress, one piece of furniture or one television)* | No Charge |
| 4 | *White Goods that do not exceed the daily limit of one item* | No Charge |
| **Waste Generated from a Dwelling Unit - in excess of the daily limit and certain special waste** | | **Charge** |
| 5 | *Garbage generated from a Dwelling Unit that exceeds the daily limit in 1 above* | $85.00 per ton |
| 6 | *Yard Trash and other vegetative debris that exceeds the daily limit in 2 above; Bulk Trash that exceeds the daily limit in 3 above; and/or White Goods that exceed the daily limit in 4 above* | $85.00 per ton |
| 7 | *Household paint, pesticides or gas* | $1.00 per gallon |
| **Solid Waste Delivered by Commercial Haulers** | | |
| 8 | *Garbage, Bulk Trash, Yard Trash and any other vegetative debris, White Goods and all other Solid Waste, delivered by a Commercial Hauler, whether generated from a Dwelling Unit or Non-Residential property, except waste specifically subject to another rate established below* | $85.00 per ton |
| **Waste Generated from Non-Residential or a Dwelling Unit** | | |
| 9 | *Passenger vehicle tires up to maximum of four (4) tires* | $5.00 per tire |
| 10 | *Passenger vehicle tires over four (4) tires* | $155.00 per ton |
| 11 | *Commercial vehicle tires (no rims)* | $185.00 per ton |
| 12 | *Off-road vehicle or tractor tires (no rims)* | $300.00 per ton |
| 13 | *Construction Debris* | $ 85.00 per ton |
| 14 | *Special Waste or Mixed Loads (contains a combination of types of waste)* | $250.00 per ton |
| 15 | *Televisions* | $ 8.00 each |
| 16 | *Propane Tanks* | $10 per tank |
| 17 | *Ferrous metals* | $70.00 per ton |
| 18 | *Recovered (Recycled) Materials* | No charge |
| 19 | *Used Oil, 10 gallon limit per day* | $2.00 per gallon |

Note 3: Commercial Haulers. Notwithstanding any other provision of this Resolution, all Solid Waste delivered to a County solid waste disposal facility by a Commercial Hauler shall be subject to the applicable rates, fees, and charges established by this Resolution. The no-charge disposal provisions applicable to waste generated from a Dwelling Unit apply only when such waste is delivered by the owner or occupant of the Dwelling Unit, or another person transporting the waste without compensation and not as part of a business or commercial activity. Waste generated from a Dwelling Unit does not qualify for no-charge disposal when collected, transported, or delivered by a Commercial Hauler.

**Section 4. Payment.** All rates, fees or charges must be paid in full prior to disposal. Payment must be made to the Transfer Station scale house attendant or to another Department employee as directed and authorized by the Director. Payment may be made by cash, valid credit card, debit card, Apple Pay, Director approved check, or a payment account in good standing established pursuant to Section 74-35 of the Levy County Code. The Director may impose other limitations or restrictions on methods of acceptable payment in the event of special or unique circumstances.

**Section 5 Disposal at Satellite Stations.**

(a) Disposal at Satellite Stations is limited to Solid Waste generated from a Dwelling Unit and personally transported by the owner or occupant of the Dwelling Unit, or another person transporting the waste without compensation and not as part of a business or commercial activity, in the following types and amounts:

(i) Garbage generated from a Dwelling Unit that does not exceed eight 13-gallon bags or two 90-gallon containers;

(ii) Yard Trash generated from a Dwelling Unit that does not exceed the daily limit in 2 above;

(iii) White Goods generated from a Dwelling Unit that do not exceed the daily limit in 4 above; and

(iv) Recovered (Recycled) Materials.

(b) Commercial Haulers are prohibited from disposing of Solid Waste at Satellite Stations and shall deliver Solid Waste to the Transfer Station or other facility designated by the Director and pay the applicable rates, fees, and charges established by this Resolution.

(c) All waste disposed of at a Satellite Station must be transported in passenger vehicles. Commercial vehicles are prohibited.

**Section 6. Repeal.** Resolution Number 2025-65 is hereby repealed and replaced with the provisions of this Resolution. Likewise, any other prior resolution or action by the Board that is in conflict with the provisions of this Resolution is hereby repealed.

**Section 7. Severability**. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

**Section 8. Effective Date.** This Resolution will become effective immediately upon adoption.

**PASSED AND DULY ADOPTED on September 8, 2026**

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA

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

_____
Tim Hodge, Chair

_____
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:** Mitch Harrell, Director
2. **Department:** Public Safety
3. **Meeting Date:** Tuesday, September 8, 2026
4. **Requested Action:**
   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.
5. **Cost & Funding Source:**
   There is no cost associated with this item.
6. **Justification of Request:**
   This Resolution will update our EMS rates to reflect 200% of the 2026 Medicare allowable rates (standard industry recommendations range from 150% to 300% of Medicare allowable rates), effective October 1, 2026. These fees were last updated in 2014.

**RESOLUTION NUMBER 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.**

**WHEREAS**, on September 16, 2014, the Board of County Commissioners of Levy County, Florida ("the Board") adopted Resolution 2014-51 establishing a schedule of fees and charges for ambulance and associated emergency medical services or equipment provided by the Levy County Department known as the Levy County Department of Public Safety ("LCDPS"); and

**WHEREAS**, at the request of LCDPS, the Board now desires to replace the schedule of fees adopted by Resolution 2014-51, and adopt a new schedule of fees and charges for ambulance and associated emergency medical services or equipment charged by the LCDPS;

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

1. The schedule of fees and charges shown on Exhibit "A," which is attached hereto and by this reference incorporated herein, for services and equipment provided by the LCDPS is hereby adopted. Exhibit "A" attached hereto shall replace Exhibit "A" attached to Resolution 2014-51 in its entirety.

2. Any requirements or policies contained in Exhibit "A" that are in addition to a particular fee or charge are hereby adopted as administrative policies of the LCDPS. This provision does not preclude or prevent either the LCDPS from adopting any administrative policies by any other means.

3. Any other prior resolution or prior action of the Board that is in conflict with this Resolution or the schedule of fees and charges imposed by this Resolution is hereby repealed and of no further force or effect.

4. This Resolution shall take effect October 1, 2026.

**Duly Adopted** on September 8, 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

_____

County Attorney

# EXHIBIT "A"

# FEES AND CHARGES FOR SERVICES

# LEVY COUNTY DEPARTMENT OF PUBLIC SAFETY

# A.K.A. LEVY COUNTY EMS

**DESCRIPTION OF FEE/SERVICE/POLICY AMOUNT**

**Basic Life Support (BLS) Non-Emergency Base Rate (A0428) $562.62**

Basic Life Support Services are non-invasive procedures and techniques provided by certified Emergency Medical Technicians. These services include, but are not limited to:

- CPR
- Splinting
- Restraints
- Immobilizers
- Oxygen Administration

A non-emergency response that is scheduled, or unscheduled, to provide transportation to and/or from a facility, such as hospital discharge, transports to and from a physician office, dialysis clinic or some inter-facility transports.

**Basic Life Support (BLS) Emergency Base Rate (A0429) $900.20**

Basic Live Support services are non-invasive procedures and techniques provided by certified Emergency Medical Technicians as listed in the BLS Non-Emergency Base Rate.

An emergency response is one that, as a result of a 911 call, response is immediate. An immediate response is one in which the ambulance supplier begins as quickly as possible to take the steps necessary to respond to the call.

**Advance Life Support (ALS) Non-Emergency Base Rate (A0426)**
**$675.14**

Advance Life Support services are invasive procedures and techniques provided by certified emergency technician – paramedics (EMT-P). These services include, but are not limited to:

- Advanced airway management
- Initiating, administering, monitoring IV access
- Medication administration through IV
- Cardiac monitoring

A non-emergency response is one that is scheduled, or unscheduled, to provide transportation to and/or from a facility, such as hospital discharge, transports to and from a physician office, dialysis clinic or some inter-facility transports.

**Advance Life Support (ALS) Emergency Base Rate (A0427)**
**$1,068.98**

Advanced Life Support services are invasive procedures and techniques as described in the ALS Non-Emergency Base Rate or the provision of an ALS assessment of a patient with a medical condition requiring assessment by an ALS crew to determine whether ALS procedures may be needed during transport.

An emergency response is one that, as a result of a 911 call, response is immediate. An immediate response is one in which the ambulance supplier begins as quickly as possible to take the steps necessary to respond to the call.

**Advance Life Support (ALS) 2 Base Rate (A0433)**
**$1,547.22**

Medicare recognizes a higher level of service (ALS2) when there are at least three or more administrations of ALS medications are given or at least one high-level ALS procedure such as manual defibrillation, endotracheal intubation, central venous line, cardiac pacing, chest decompressions, surgical airways, intraosseous line. Three separate administrations of the same medication during a single transport would qualify for the ALS2 level charge.

**Specialty Care Transport (A0434)**
**$1,828.52**

Medicare recognizes a higher level of care provided to critically ill or trauma related patients. In order to qualify for coverage at this level, the service must meet the following criteria:

- Interfacility Transport (hospital to hospital)
- Transportation of critically ill or injured patient
- Services required beyond scope of the EMT-Paramedic

These services require the ongoing care furnished by a health professional in an appropriate specialty area that is beyond the normal scope of the EMT-Paramedic. This may include emergency or critical care nurse, respiratory care technician, cardiovascular care technician, or may be provided by a paramedic with additional training. Additional training is defined as the specific training that the State requires a paramedic to complete in order to qualify to furnish specialty care to a critically ill or injured patient.

**Transport Mileage Fee (A0425)** **$18.66/mile**

This fee will be charged to each patient that requires transport by the Department. The fee is a per mile fee, with a minimum fee of one mile. Each patient will be charged the full per mile rate for the full mileage transported, regardless of the number of patients transported from the same incident or in the same unit.

**Special Events or Other Occasion where EMS Unit and/or Crew Requested**

**BLS:**

**$190/hour/unit**

**ALS:**

**$210/hour/unit**

This is a per hour fee to be charged to the party who requests or who is required to have an EMS unit and/or crew to be present at a particular occasion or event (herein "Applicant"), whether the occasion or event is considered a special event or not. The Applicant must complete and submit an application on a form developed by the Department at least two (2) weeks prior to the occasion or event. One application can apply to multiple occasions or events for which the EMS unit and crew are requested or required. Cancellations by an Applicant must be made twenty-four (24) hours in advance, unless the cancellation is due to a inclement weather, in which case, a minimum of four (4) hours notice is required. In the event a cancellation is not made twenty-four (24) hours in advance (or four (4) hours in the case of inclement weather), the Applicant shall be responsible for payment of a minimum fee of four (4) hours. Time for charges are calculated from the actual time of arrival of the EMS unit and/or crew at the occasion or event, or the requested time of arrival, whichever is later, and as documented by the Department Report. Increments of greater than seven (7) minutes will be rounded up to the next ¼ hour. All fees for the estimated and requested time for the EMS unit and/or crew for any occasion or event shall be paid in advance. In the event the time was estimated too low, the Applicant shall pay for the additional time required promptly after the occasion or event.

The County cannot and does not guarantee availability of an EMS unit and/or crew for any given occasion, event, or request. The County also reserves the right to cancel the attendance of an EMS unit and/or crew at any occasion or event, regardless of whether the Applicant has paid. In the event of cancellation by the County, the Applicant shall not be required to pay any fees and any prepaid fees shall be refunded to the Applicant following the County payment policy.

All other applicable fees in this fee schedule shall apply to any patient requiring services, or to any facility for waiting time, if applicable, at or from an event or occasion at which an EMS unit and/or crew have been requested and are present.

Note: The price listed includes up to two (2) personnel per unit. Additional personnel and/or units can be requested and will be charged accordingly.

**Stand-by/Call Permitting Services -** 501(c)(3) or governmental entities only **$0.00**

This is a service offered **only** to not-for-profit entities qualified under 26 U.S.C. 501(c)(3) or governmental entities. It entails the presence of an EMS unit and/or crew at an occasion or event, which EMS unit and/or crew will remain at that occasion or event unless and until the EMT unit and/or crew are called out to provide EMS services elsewhere or become otherwise unavailable, solely at the discretion of the Department. The party desiring the stand-by services must make application for the occasion or event at least two (2) weeks in advance, on application forms prepared by the Department. One application can apply to multiple occasions or events, provided that the application specifies all the dates for the multiple occasions or events for which the service is requested or required.

In the event a 501(c)(3) not-for-profit or governmental entity desire to have an EMS unit and crew present for the duration of an occasion or event without the EMS unit and crew being subject to being called out to provide EMS service elsewhere or become otherwise unavailable, then the entity shall be required to make application and be subject to the fees and requirements outlined under Special Events or Other Occasions Where EMS Unit and/or Crew Requested.

Instrument # 592960
OR BK 1334 Pages 205-7pg(s)
RECORDED 09/17/2014 at 09:04 AM
Danny J. Shipp, Levy County Clerk, Florida

DEPUTY CLERK CC

# RESOLUTION NUMBER 2014-51

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, PROVIDING FOR AMENDMENT OF RESOLUTION 2009-27; 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.**

## RECITALS

**WHEREAS**, on June 2, 2009, the Board of County Commissioners of Levy County, Florida ("the Board") adopted Resolution 2009-27 establishing a schedule of fees and charges for ambulance and associated emergency medical services or equipment provided by the Levy County department then known as the Emergency Medical Services Department, now known as the Levy County Department of Public Safety ("LCDPS"); and

**WHEREAS**, at the request of the LCDPS, the Board now desires to replace the schedule of fees adopted by Resolution 2009-27, and adopt a new schedule of fees for and charges for services ambulance and associated emergency medical services or equipment charged by the LCDPS;

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

1. Any references to the Emergency Medical Services Department contained in Resolution 2009-27 shall now be considered references to the LCDPS.

2. The schedule of fees and charges shown on Exhibit "A," which is attached hereto and by this reference incorporated herein, for services and equipment provided by the LCDPS is hereby adopted. Exhibit "A" attached hereto shall replace Exhibit "A" attached to Resolution 2009-27 in its entirety.

3. Any requirements or policies contained in Exhibit "A" that are in addition to a particular fee or charge are hereby adopted as administrative policies of the LCDPS. This provision does not preclude or prevent either the LCDPS from adopting any administrative policies by any other means.

4. Any other prior resolution or prior action of the Board that is in conflict with this Resolution or the schedule of fees and charges imposed by this Resolution is hereby repealed and of no further force or effect.

5. This Resolution shall take effect October 1, 2014.

PASSED AND DULY ADOPTED this 16th day of September, 2014.

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

Ryan Bell, Chair

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

Danny J. Shipp, Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Anne Bast Brown, County Attorney

z:/res/fees.ambulance.ems.doc
LR2008-115

# EXHIBIT "A"
# FEES AND CHARGES FOR SERVICES
# LEVY COUNTY DEPARTMENT OF PUBLIC SAFETY, A.K.A. LEVY COUNTY EMS

| DESCRIPTION OF FEE/SERVICE/POLICY | AMOUNT |
|---|---|

**Advance Life Support (ALS) Non-Emergency Base Rate** $355.16

Advanced Life Support services are invasive procedures and techniques provided by certified emergency medical technicians – intermediate (EMT-I), and/or certified emergency medical technicians – paramedic (EMT-P).

These services include, but are not limited to:
- Advanced Airway Management
- Initiating, Administering, Monitoring IV
- Medication administration through IV
- Cardiac Monitoring

A non-emergency response is one that is scheduled, or unscheduled, to provide transportation to and/or from a facility, such as hospital discharge, transports to and from a physician office, dialysis clinic or some inter-facility transports.

**Advance Life Support (ALS) Emergency Base Rate** $562.33

Advanced Life Support services are invasive procedures and techniques as described above in the ALS Non-Emergency Base Rate OR the provision of an ALS Assessment of a patient with a medical condition requiring assessment by an ALS crew to determine whether ALS procedures may be needed during transport.

An emergency response is one that, as a result of a 911 call, it responds immediately. An immediate response is one in which the ambulance supplier begins as quickly as possible to take the steps necessary to respond to the call.

| DESCRIPTION OF FEE/SERVICE/POLICY | AMOUNT |
|---|---|

**Basic Life Support (BLS) Non-Emergency Base Rate** $295.96

Basic Life Support services are non-invasive procedures and techniques provided by certified Emergency Medical Technicians.

These services include, but are not limited to:
- CPR
- Splinting
- Restraints
- Immobilizers
- Oxygen Administration

A non-emergency response is one that is scheduled, or unscheduled, to provide transportation to and/or from a facility, such as hospital discharge, transports to and from a physician office, dialysis clinic or some inter-facility transports.

**Basic Life Support (BLS) Emergency Base Rate** $473.54

Basic Life Services are non-invasive procedures and techniques provided by certified Emergency Medical Technicians as listed above in the BLS Non-Emergency Base Rate.

An emergency response is one that, as a result of a 911 call, it responds immediately. An immediate response is one in which the ambulance supplier begins as quickly as possible to take the steps necessary to respond to the call.

**Advanced Life Support 2 Base Rate** $813.90

Medicare recognizes a higher level of service (ALS 2) when three or more administrations of ALS medications are given or the provision of at least one of the following ALS procedures:

- Manual defibrillation/cardioversion
- Endotracheal intubation
- Central venous line
- Cardiac pacing
- Chest decompressions
- Surgical Airways
- Intraosseous line

Only medications requiring a higher level of skill to administer are considered medications for purposes of this definition. In order to bill the higher level ALS 2 procedure, the administration of the three or more medications must be via intravenous push/bolus or continuous infusion. Three separate administrations of the same medication during a single transport would qualify for payment at the ALS 2 level.

| DESCRIPTION OF FEE/SERVICE/POLICY | AMOUNT |
|---|---|

**Specialty Care Transport** $961.88

Medicare recognizes a higher level of care provided to critically ill or trauma related patients. In order to qualify for coverage at this level, the service must meet the following criteria:

- Inter-facility Transport (hospital–to–hospital)
- Transportation of Critically Ill or Injured Patient
- Services required beyond scope of the EMT-Paramedic

These services require the ongoing care furnished by a health professional in an appropriate specialty area that is beyond the normal scope of the EMT-Paramedic. This may include emergency or critical care nurse, respiratory care technician, cardiovascular care technician, or may be provided by a paramedic with additional training. "Additional training" is defined as the specific training that the state requires a paramedic to complete in order to qualify to furnish specialty care to a critically ill or injured patient.

**Transport Mileage Fee** $14.65 per mile/1-17 miles
$9.76 per mile/over 17 miles

This fee will be charged to each patient that requires transport by the Department. The fee is a per mile fee, with a minimum fee of one mile. Each patient will be charged the full per mile rate for the full mileage transported, regardless of the number of patients transported from the same incident or in the same EMS unit.

**Fee for Waiting Time with Patients** $125.00/1st ¼ hour
$60.00/subsequent ¼ hour

This fee will be charged to the receiving facility when there is a delay in transferring a patient from the care of the Department to the care of the Receiving Facility. A minimum of five (5) minutes waiting time must accrue before charging for the first 1/4 hour period; thereafter, the charges apply as described for each 1/4 hour or portion thereof.

| DESCRIPTION OF FEE/SERVICE/POLICY | AMOUNT |
|---|---|

**Special Events or Other Occasion Where EMS Unit and Crew Requested**

BLS: $70.00/hour
ALS: $140.00/hour

This is a per hour fee to be charged to the party who requests or who is required to have an EMS unit and crew to be present at a particular occasion or event (herein "Applicant"), whether the occasion or event is considered a special event or not. The Applicant must complete and submit an application on a form developed by the Department at least two (2) weeks prior to the occasion or event. One application can apply to multiple occasions or events, provided that the application specifies all the dates for the multiple occasions or events for which the EMS unit and crew are requested or required. Cancellations by an Applicant must be made twenty-four (24) hours in advance, unless the cancellation is due to a weather event (rain or other inclement weather), in which case a minimum of four (4) hours notice is required. In the event a cancellation is not made twenty-four (24) hours in advance (or 4 hours in the case of a weather event), the Applicant shall be responsible for payment of a minimum fee of four (4) hours. Time for charges are calculated from the actual time of arrival of the EMS unit and crew at the occasion or event, or the requested time of arrival, whichever is later, and as documented by the Department report. Increments of greater than seven (7) minutes will be rounded up to the next 1/4 hour. All fees for the estimated and requested time for the EMS unit and crew for any occasion or event shall be paid in advance. In the event the time was estimated too low, the Applicant shall pay for the additional time required promptly after the occasion or event.

NOTE: The County cannot and does not guarantee availability of an EMS unit and crew for any given occasion, event or request. The County also reserves the right to cancel the attendance of an EMS unit and crew at any occasion or event, regardless of whether the Applicant has paid. In the event of cancellation by the County, the Applicant shall not be required to pay any fees and any prepaid fees shall be refunded to the Applicant promptly.

NOTE: All other applicable fees in this fee schedule shall apply to any patient requiring services, or to any facility for waiting time, if applicable, at or from an event or occasion at which an EMS unit and crew have been requested and are present.

| DESCRIPTION OF FEE/SERVICE/POLICY | AMOUNT |
|---|---|
| **Stand-by Services** | No Charge |

This is a service offered **only** to not-for-profit entities qualified under 26 U.S.C. 501(c)(3) or governmental entities. It entails the presence of an EMS unit and crew at an occasion or event, which EMS unit and crew will remain at that occasion or event unless and until the EMS unit and crew are called out to provide EMS services elsewhere or become otherwise unavailable, solely at the discretion of the Department. The party desiring the stand-by services must make application for the occasion or event at least two (2) weeks in advance, on application forms prepared by the Department. One application can apply to multiple occasions or events, provided that the application specifies all the dates for the multiple occasions or events for which the EMS unit and crew are requested or required.

NOTE: In the event a 501(c)(3) not-for-profit or governmental entity desires to have an EMS unit and crew present for the duration of an occasion or event without the EMS unit and crew being subject to being called out to provide EMS services elsewhere or become otherwise unavailable, then the entity shall be required to make application and be subject to the fees and requirements stated above for Special Events or Other Occasions Where EMS Unit and Crew Requested.

| CONTRACTOR/ CARRIER | LOCALITY | HCPCS | RVU | GPCI | BASE RATE | URBAN BASE RATE / URBAN MILEAGE | RURAL BASE RATE / RURAL MILEAGE | RURAL BASE RATE / LOWEST QUARTILE | RURAL GROUND MILES 1-17* |
|---|---|---|---|---|---|---|---|---|---|
| 09102 | 99 | A0425 | 1.00 | 0.956 | $9.15 | $9.33 | $9.42 | n/a | $14.13 |
| 09102 | 99 | A0426 | 1.20 | 0.956 | $284.56 | $337.57 | $340.88 | $417.92 | n/a |
| 09102 | 99 | A0427 | 1.90 | 0.956 | $284.56 | $534.49 | $539.73 | $661.71 | n/a |
| 09102 | 99 | A0428 | 1.00 | 0.956 | $284.56 | $281.31 | $284.07 | $348.27 | n/a |
| 09102 | 99 | A0429 | 1.60 | 0.956 | $284.56 | $450.10 | $454.51 | $557.23 | n/a |
| 09102 | 99 | A0430 | 1.00 | 0.956 | $3,861.62 | $3,776.66 | $5,664.99 | n/a | $5,664.99 |
| 09102 | 99 | A0431 | 1.00 | 0.956 | $4,489.71 | $4,390.94 | $6,586.41 | n/a | $6,586.41 |
| 09102 | 99 | A0432 | 1.75 | 0.956 | $284.56 | $492.29 | $497.12 | n/a | n/a |
| 09102 | 99 | A0433 | 2.75 | 0.956 | $284.56 | $773.61 | $781.19 | $957.74 | n/a |
| 09102 | 99 | A0434 | 3.25 | 0.956 | $284.56 | $914.26 | $923.22 | $1,131.87 | n/a |
| 09102 | 99 | A0435 | 1.00 | 0.956 | $10.96 | $10.96 | $16.44 | n/a | $16.44 |
| 09102 | 99 | A0436 | 1.00 | 0.956 | $29.23 | $29.23 | $43.85 | n/a | $43.85 |

## Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Leatha Keene, Director
2. **Department:** Emergency Management
3. **Meeting Date:** Tuesday, September 8, 2026
4. **Requested Action:**

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.

5. **Cost & Funding Source:**

The net increase in the civil lump sum fee of $68,323.80 will be covered by the state appropriation. The funding source is as documented by Chapter 2024-36, Laws of Florida, Section 6, Specific Appropriation 2725, the Legislature and the Governor appropriated $10,972,471.00 of Fixed Capital Outlay funds for the design and construction of the "Levy County EOC/911 Center Remodel."

6. **Justification of Request:**

The revised site provides improved opportunities for site access and ingress/egress, connection to existing utility infrastructure, engineering and site development, stormwater drainage, and overall constructability.

# Levy County, FL




**Overview**



**Legend**

- Parcels
- Roads
- City Labels

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Parcel ID** | 0651200000 | **Physical Address** | 319 MONGO ST | **Building Value** | $348,843 | **Last 2 Sales** | | | |
| **Property Use** | 8600 - COUNTY | | BRONSON | **Extra Feature Value** | $13,903 | **Date** | **Price** | **Reason** | **Qual** |
| **Taxing District** | BRONSON SW | **Mailing Address** | LEVY BOCC | **Market Land Value** | $191,835 | 4/1/1994 | $10500 | 01 | U |
| **Acres** | 9.0 | | PO BOX 310 | **Ag Land Value** | $191,835 | 8/1/1990 | $4000 | 01 | U |
| | | | BRONSON FL 32621 | **Just Value** | $554,581 | | | | |
| | | | | **Assessed Value** | $554,581 | | | | |
| | | | | **Taxable Value** | $0 | | | | |

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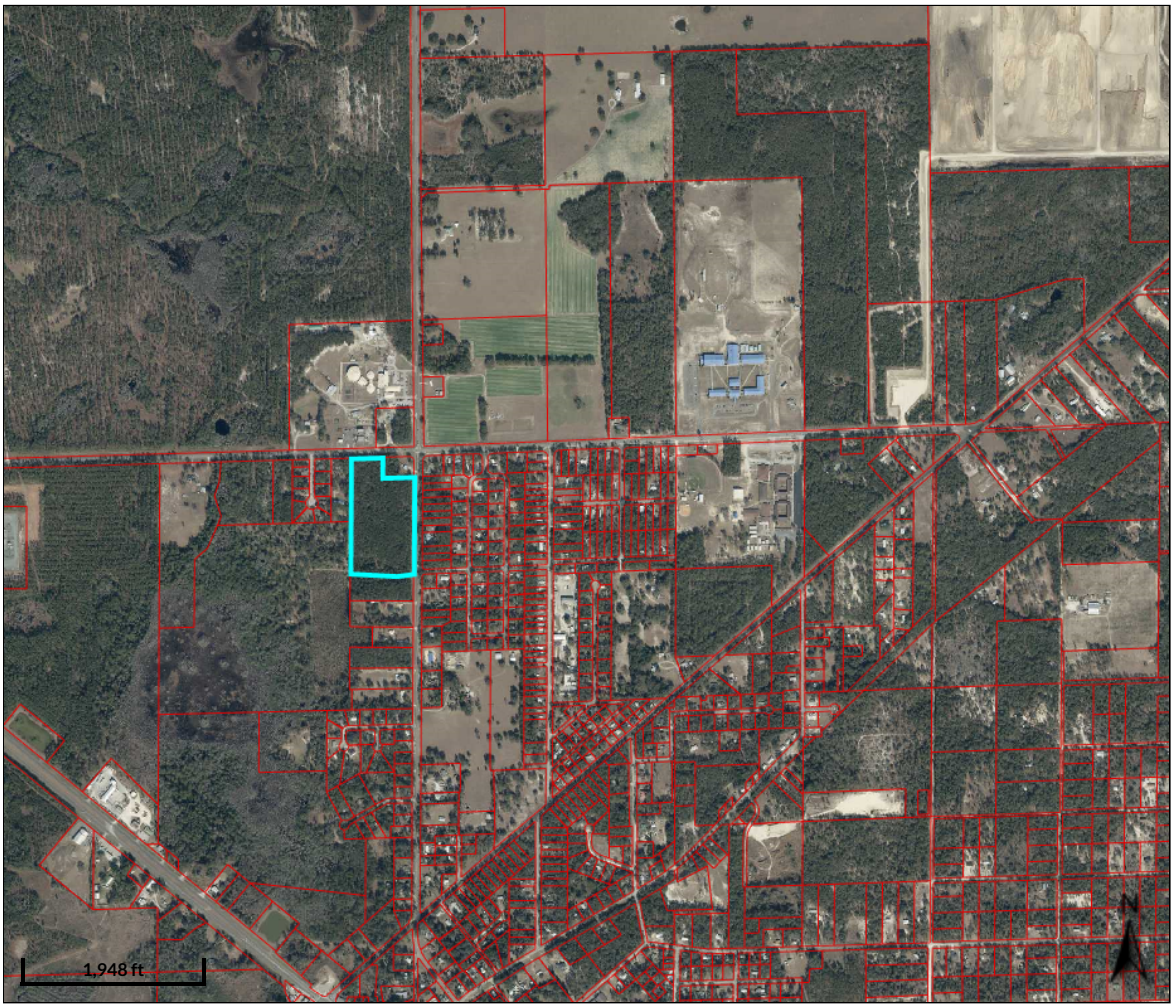
# Levy County, FL




**Overview**



**Legend**

- Parcels
- Roads
- City Labels

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Parcel ID** | 2020600000 | **Physical Address** | 601 N COURT ST | **Building Value** | $0 | **Last 2 Sales** | | | |
| **Property Use** | 8600 - COUNTY | | | **Extra Feature Value** | $0 | **Date** | **Price** | **Reason** | **Qual** |
| | | **Mailing Address** | LEVY BOCC | | | 12/11/2007 | $750000 | 35 | U |
| **Taxing District** | BRONSON SR | | PO BOX 310 | **Market Land Value** | $251,216 | n/a | 0 | n/a | n/a |
| | | | BRONSON FL | **Ag Land Value** | $251,216 | | | | |
| **Acres** | 16.56 | | 32621 | **Just Value** | $251,216 | | | | |
| | | | | **Assessed Value** | $251,216 | | | | |
| | | | | **Taxable Value** | $0 | | | | |

Date created: 6/4/2026
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## Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Leatha Keene, Director
2. **Department:** Emergency Management
3. **Meeting Date:** Tuesday, September 8, 2026
4. **Requested Action:**
   Authorize the Chair to execute the Additional Services Authorization #001 – Civil Fee Proposal.

5. **Cost & Funding Source:**
   The net increase in the civil lump sum fee of $68,323.80 will be covered by the state appropriation. The funding source is as documented by Chapter 2024-36, Laws of Florida, Section 6, Specific Appropriation 2725, the Legislature and the Governor appropriated $10,972,471.00 of Fixed Capital Outlay funds for the design and construction of the "Levy County EOC/911 Center Remodel."

6. **Justification of Request:**
   Due to the recent change in sites for the new EOC, additional/expanded civil scope of services effort will be required.

CLEMONS, RUTHERFORD & ASSOCIATES, INC.
ARCHITECTS ▪ PLANNERS ▪ INTERIOR DESIGNERS ▪ CONSTRUCTION MANAGERS
2027 Thomasville Road, Tallahassee, FL 32308
p: 850-385-6153 ▪ f: 850-386-8420 ▪ www.craarchitects.com



May 28, 2026

Ms. Mary-Ellen Harper
County Manager
Levy Co. BoCC
310 School Street, Suite 112,
Bronson, FL 32621

**RE: Levy County EOC/911**
**Additional Services Authorization #001 - Civil**
**Fee Proposal**

Dear Ms. Harper:

Thank you for utilizing Clemons, Rutherford & Associates for your architectural and engineering needs. We are pleased to offer the following proposal for your review and consideration. Due to the recent change in sites for the new EOC, additional/expanded civil scope of services effort will be required. Below is further information on scope and the proposed fee.

**Additional Services / Change in Scope:**

- Change project site for the new EOC from Old School site to property along North Court St.
- Prepare Construction documents
  - Sediment and erosion control plan
  - Stakeout and geometry plan
  - Site plan / utility plan
  - Grading plan
  - On-site storm drain collection system
  - On-site pump station
  - Stormwater management facility
  - Hydraulic and nutrient loading analysis
- Site Plan Approval Process
  - Pre-application meeting
  - Site plan approval
- Environmental Services
  - Prepare environmental resource permit application
  - Provide as-built certification report
- Provide limited boundary, topographical and utility survey.
- Provide landscape plans.
- See G&A proposal for additional information.

**Fees:**

Fee for N. Court St. site, ($124,282.00 x 1.15):..... $142,924.30
Previously approved fee for School site: ..... <$ 74,600.50>
Net Increase in Civil Lump Sum Fee:..... $ 68,323.80

If you need any additional information concerning this proposal, please do not hesitate to contact me.

Sincerely,



James H. Lewis
Production Manager / Architect
LEED AP

**Authorization By:**

Signature_____

Title_____

Date_____

Attachment: G&A Proposal dated 5-19-2026

GEORGE & ASSOCIATES
CONSULTING ENGINEERS
1967 COMMONWEALTH LANE, SUITE 200
TALLAHASSEE, FLORIDA 32303

May 19, 2026

Mr. James Lewis
Clemons, Rutherford & Associates
2027 Thomasville Road
Tallahassee, Florida 32312

**RE: Levy County EOC & 911 Public Safety Complex**

Dear James:

George & Associates, Consulting Engineers, Inc. (G&A) appreciates the opportunity to provide engineering services for the Levy County EOC & (11 Public Safety Complex in Bronson, Florida. G&A will coordinate with Clemons-Rutherford & Associates on the development of construction documents and required permitting for the proposed work.

## ***Project Understanding***

Clemons-Rutherford & Associates, will provide G&A with a geotechnical report for the proposed project. G&A will work with CRA to complete a site plan for the project. G&A will provide a design to provide utilities, storm system, and stormwater management facility (SWMF).

The following proposal outlines engineering services associated with the construction of the proposed project.

## ***Construction Documents***

### *Task-1*

Provide site visit, project coordination between all consultants including meetings with client and conduct quality control reviews of construction plans. ***$ 7,992.00***

### *Task-2*

Cover, Index, General Notes and Plan Sheet Set-Up. ***$ 2,088.00***

### *Task-3*

Sedimentation & Erosion Control Plan (SECP). SECP will identify and address the required on-site control measures to treat and manage sediment runoff during the construction phase of the project. ***$ 693.00***

### *Task-4*

Develop and prepare Construction Stakeout and Geometry Plan. The Construction Stakeout and Geometry Plan will provide dimensions, radius, coordinates, and control points to properly stakeout the proposed site improvements during the construction phase. ***$ 867.00***

***Task-5***

Prepare a Site Plan/Utility Plan to depict proposed improvements: Building, parking, driveway connections, utilities, fencing, and proposed SWMF expansion. Site & Utility Plan will be provided with appropriate construction details. ***$ 15,300.00***

***Task-7***

Prepare and develop grading plan that will detail the overall grading plan for the site. The grading plan takes in recommendations from the geotechnical report with regards to maintaining vertical separation from seasonal high groundwater table, stormdrain collection and stormwater management facility. ***$ 13,080.00***

***Task-8***

Provide construction documents for on-site storm drain collection system. ***$ 4,536.00***

***Task-9***

On-site pump station ***$ 11,655.00***

***Task-10***

Provide stormwater management facility construction details. ***$ 1,392.00***

***Task-11***

Site Construction Details ***$ 1,392.00***

***Task-12***

Provide hydraulic analysis and modeling for the proposed stormwater management facilities and on-site storm-drain collection system. Hydraulic analysis includes drainage basin delineation, modeling for storm-drain collection system and on-site stormwater management facilities. ***$ 8,856.00***

***Task-13***

Conduct Nutrient loading analysis for stormwater management as required by the new statewide Environmental Resource Permitting performance standards. ***$ 6,264.00***

***Task-14***

Provide technical support as required during construction including shop drawing review, site inspections, progress review meetings, and coordination. ***$ 6,480.00***

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***Services for Construction Documents*** ***$ 80,595.00***

## ***Site Plan Approval***

### *Task-1*

Schedule Pre-Application Meeting Request: Pre-Submittal conference with county staff for the future submittal of the site plan application. The pre-submittal conferences will include: a) site plan pre-submittal meetings, which generally include representatives from the Fire Marshall, Development Services Stormwater Review Section, Site Engineering Section, Transportation Review Section, Zoning Section, and Utilities Review Section. ***$ 972.00***

### *Task-2*

Site Plan Approval

The Consultant will prepare and submit construction documents to obtain site plan approval from the Levy County Planning & Zoning Department. ***$ 5,958.00***

### *Task-3*

Variance Board of Adjustments (If Required)

The Consultant will prepare and submit a variance request for the pre-existing 100' building setback. ***$ 3,438.00***

***Site Plan Approval*** ***$ 10,386.00***

## ***Environmental Services***

### *Task-1*

Prepare and submit an Environmental Resource Permit application to the Suwanee River Water Management District for the proposed stormwater management facility. The permit package will include permit applications, narratives, design calculations and construction plans. ***$ 8,253.00***

### *Task-2*

Provide As-Built Certification and compliance reports to the Suwannee River Water Management District. ***$ 936.00***

***Environmental Services*** ***$ 9,189.00***

## ***Consultant Services***

### *Task-1*

The consultant will provide boundary, topographical/utility survey for approximately 10.0 acres plus or minus. ***$ 10,500.00***

### *Task-2*

The consultant will provide landscape plans in accordance with the Levy County Land Development Code. ***$ 13,630.00***

***Consultant Services*** ***$ 24,130.00***

## *Summary of Fees*

| | |
|---|---|
| ***Construction Documents*** | ***$ 80,595.00*** |
| ***Site Plan Approval*** | ***$ 10,368.00*** |
| ***Environmental Services*** | ***$ 9,189.00*** |
| ***Consultant Services*** | ***$ 24,130.00*** |
| ***Total Fees:*** | ***$ 124,282.00*** |

From time to time, there are miscellaneous tasks that may be needed. These cannot be predicted at this time but could include things such as additions to the development, major modifications during completion of plans, or other items, which may evolve during the project. This will be handled under a Miscellaneous Tasks category. You will authorize the work prior to commencing.

The above referenced design fees do not include following items:

- Costs of permitting fees with any federal, state or local governments.
- Reimbursable Expenses include cost regarding the reproduction of construction plans, specifications and mileage.
- Geotechnical Investigation
- Services that are maybe five foot beyond the envelope of the building which could include but not limited to Structural, Gas, Grease Traps, Mechanical, Electrical & Plumbing Design services.

If in agreement, please sign below and return or fax (850) 521-0345. We look forward to having the opportunity of working with you on this project.

Sincerely,
George & Associates, Consulting Engineers, Inc.



Robert D. George

_____
Signature: Date:
File: W:\G&AProposals2026\CRA\Levy County EOC\New Site Location\Levy County Public Safety Complex.docx

## Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Leatha Keene, Director
2. **Department:** Emergency Management
3. **Meeting Date:** Tuesday, September 8, 2026
4. **Requested Action:**
   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.

5. **Cost & Funding Source:**
   This is a cost reimbursement agreement. The Division will provide funds on a cost reimbursement basis to Levy County for eligible activities approved by the Division and the Federal awarding agency.

6. **Justification of Request:**
   This agreement will provide Levy County with access to federal grant funding administered through FDEM. Execution of this agreement is necessary to allow the County to receive reimbursement for eligible costs incurred in accordance with the approved grant requirements. Approval will ensure Levy County reimbursement of the Cow Creek Fire support activities without placing the full financial burden on the County's general fund.

**FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT – FM5632 Cow Creek Fire**

The following agreement is made and information is provided pursuant to 2 C.F.R. §200.331(a)(1):

| | |
|---|---|
| Subrecipient's name: | Levy County |
| Subrecipient's unique entity identifier: | CH3KLJ4Q7BA4 |
| Federal Award Date: | April 23, 2026 |
| Subaward Period of Performance Start and End Date (Cat B): | April 23, 2026 to June 1, 2026 |
| Subaward Period of Performance Start and End Date (Cat H): | April 23, 2026 to June 1, 2026 |
| Amount of Federal Funds Obligated by this Agreement: | |
| Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement: | |
| Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity: | |
| Federal award project description (see FFATA): | Grant to Local Government for fire-fighting activities and emergency protective measures. |
| Name of Federal awarding agency: | Dept. of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) |
| Name of pass-through entity: | Florida Division of Emergency Management (FDEM) |
| Contact information for the pass-through entity: | 2489 Shumard Oak Blvd.<br>Tallahassee, FL 32311 |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name: | 97.046 |
| Indirect cost rate for the Federal award: | See by 44 C.F.R. §207.5(b)(4) |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division" or "Recipient"), and Levy County **(**hereinafter referred to as the "Subrecipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Subrecipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. The State of Florida received these grant funds from the Federal government and the Division authority to subgrant these funds to the subrecipient upon the terms and conditions outlined below.

THEREFORE, the Division and the Subrecipient agree to the following:

**(1) APPLICATION OF STATE LAW TO THIS AGREEMENT**

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

**(2) LAWS, RULES, REGULATIONS AND POLICIES**

a. Performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

c. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied. All required provisions can be found in Attachment D: Required Contract Provisions.

**(3) CONTACT**

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Subrecipient performance; and,

ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Stephane Malet, Program Grant Manager
Bureau of Recovery
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32311
Telephone: 850-524-6702
Email: Stephane.Malet@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

NAME: Leatha Keene
ADDRESS: 7911 NE 90th St
ADRESS LINE 2: Bronson, Florida 32621
Telephone: (352)486-5213
Email: leathakeene@levydisaster.com

d. In the event that different representatives or addresses are designated by either par execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email. It is the Subrecipient's responsibility to authorize its users in the Recipient's grants management system. Only the Authorized or Primary Agents identified in Attachment C to this Agreement ("Designation of Authority") may authorize addition or removal of agency users.

**(4) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the parties.

**(5) EXECUTION**

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

**(6) MODIFICATION**

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

**(7) SCOPE OF WORK**

a. All eligible work and related costs must be associated with the incident period of a declared fire. These are organized into the following three general categories:

i. **Category B** – (Emergency Protective Measures): Limited assistance provided under section 403 of the Stafford Act; and

ii. **Category H** – (Fire-fighting Activities): Eligible work associated with fire-related activities provided under section 420 of the Stafford Act. In accordance with §204.42, the following are the determining factors of eligible work and their subsequent and respective reimbursement: Before obligating Federal funds to reimburse eligible work and related costs, the Regional Administrator must review and approve the initial grant application, along with Project Worksheets submitted with the application and any subsequent amendments to the application. Recipients will award Federal funds to subrecipients under State law and procedure and complying with 44 C.F.R. part 13.

iii. **Category Z –** (administrative Costs): Assistance provided for eligible costs associated with requesting, obtaining, and administering a grant for a declared fire.

b. Equipment and supplies. Eligible costs include:

i. Personal comfort and safety items normally provided by the State under field conditions for firefighter health and safety, including:

1. Firefighting supplies, tools, materials, expended or lost, to the extent not covered by reasonable insurance may be considered eligible for FEMA reimbursement.

ii. Operation and maintenance costs of publicly owned, contracted, rented, or volunteer firefighting department equipment used in eligible firefighting activities to the extent any of these costs are not included in applicable equipment rates.

iii. Use of U.S. Government-owned equipment based on reasonable costs as billed by the Federal agency and paid by the State. (Only direct costs for use of Federal Excess Personal Property

(FEPP) vehicles and equipment on loan to State Forestry and local cooperators is eligible.)

iv. Repair of equipment damaged in firefighting activities to the extent not covered by reasonable insurance. We will use the lowest applicable equipment rates, or other rates that we determine, to calculate the eligible cost of repairs.

v. Replacement of equipment lost or destroyed in firefighting activities, to the extent not covered by reasonable insurance, may be considered eligible for FEMA reimbursement.

c. Labor costs. Eligible costs include:

i. Overtime for permanent or reassigned State and local employees.

ii. Regular time and overtime for temporary and contract employees hired to perform fire-related activities.

d. Travel and per diem costs. Eligible costs include:

i. Travel and per diem of employees who are providing services directly associated with eligible fire-related activities may be eligible.

ii. Provision of field camps and meals when made available in place of per diem;

e. Pre-positioning costs:

i. The actual costs of pre-positioning Federal, out-of-State (including compact), and international resources for a limited period may be eligible when those resources are used in response to a declared fire.

ii. The Regional Administrator must approve all pre-positioning costs.

1. Upon approval of a State's request for a fire management assistance declaration by the Assistant Administrator for the Disaster Assistance Directorate, the State should immediately notify the Regional Administrator of its intention to seek funding for pre-positioning resources.

2. The State must document the number of pre-positioned resources to be funded and their respective locations throughout the State, estimate the cost of the pre-positioned resources that were used on the declared fire and the amount of time the resources were pre-positioned, and provide a detailed explanation of the need to fund the pre-positioned resources.

3. The State will base the detailed explanation on recognized scientific indicators, that include, but are not limited to, drought indices, short-term weather forecasts, the current number of fires burning in the State, and the availability of in-State firefighting resources. The State may also include other quantitative indicators with which to measure the increased risk of the threat of a major disaster.

4. Based on the information contained in the State's notification, the Regional Administrator will determine the number of days of pre-positioning to be approved for Federal funding, up to a maximum of twenty-one (21) days before the fire declaration.

iii. Upon rendering his/her determination on pre-positioning costs, the Regional Administrator will notify the Assistant Administrator for the Disaster Assistance Directorate of his/her determination.

f. Emergency work. We may authorize the use of section 403 of the Stafford Act, Essential Assistance, under an approved fire management assistance grant when directly related to the mitigation, management,

control of the declared fire. Essential assistance activities that may be eligible include, but are not limited to barricading and traffic control, extraordinary emergency operations center expenses, evacuations and sheltering, search and rescue, arson investigation teams, public information, and the removal of burned trees that pose an immediate threat to public health and safety or improved property as determined by the authority having jurisdiction, in coordination with a qualified individual.

g. Temporary repair of damage caused by firefighting activities. Temporary repair of damage caused by eligible firefighting activities listed in this subpart involves short-term actions to repair damage directly caused by the firefighting effort or activities. This includes minimal repairs to bulldozer lines, camps, and staging areas to address safety concerns; as well as minimal repairs to facilities damaged by the firefighting activities such as fences, buildings, bridges, roads, etc. All temporary repair work must be completed within thirty (30) days of the close of the incident period for the declared fire.

h. Mobilization and demobilization. Costs for mobilization to, and demobilization from, a declared fire may be eligible for reimbursement. Demobilization may be claimed at a delayed date if deployment involved one or more declared fires. If resources are being used on more than one declared fire, mobilization and demobilization costs must be claimed against the first declared fire.

i. Fires on co-mingled Federal/State lands. Reasonable costs for the mitigation, management, and control of a declared fire burning on co-mingled Federal and State land may be eligible in cases where the State has a responsibility for suppression activities under an agreement to perform such action on a non-reimbursable basis. (This provision is an exception to normal FEMA policy under the Stafford Act and is intended to accommodate only those rare instances that involve State firefighting on a Stafford Act section 420 fire incident involving co-mingled Federal/State and privately-owned forest or grassland.)

j. Ineligible costs. Based on Stafford Act, §204.43, costs not directly associated with the incident period are ineligible. Ineligible costs include the following:

i. Costs incurred in the mitigation, management, and control of undeclared fires;

ii. Costs related to planning, pre-suppression (i.e., cutting fire-breaks without the presence of an imminent threat, training, road widening, and other similar activities), and recovery (i.e., land rehabilitation activities, such as seeding, planting operations, and erosion control, or the salvage of timber and other materials, and restoration of facilities damaged by fire);

iii. Costs for the straight or regular time salaries and benefits of a subgrantee's permanently employed or reassigned personnel;

iv. Costs for mitigation, management, and control of a declared fire on co-mingled Federal land when such costs are reimbursable to the State by a Federal agency under another statute (See 44 C.F.R. part 51);

v. Fires fought on Federal land are generally the responsibility of the Federal Agency that owns or manages the land. Costs incurred while fighting fires on federally owned land are not eligible under the Fire Management Assistance Grant Program except as noted in Stafford Act, §204.42(i).

**(8) INCIDENT PERIOD**

The incident period is the time interval during which the declared fire occurs. The FEMA Regional Administrator, in consultation with the GAR and the Principal Advisor, will establish the incident period. Generally, costs must be dir

related to or incurred during the incident period to be considered eligible. The incident period end date is determine the GAR and the Principal Advisor advise the FEMA Regional Administrator that the wildfire can be considered contained and the FEMA Regional Administrator concurs.

**(9) FUNDING**

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for **FM-5632 Cow Creek Fire**.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Subrecipient only for allowable costs incurred by the Subrecipient. The Recipient will provide funds on a cost reimbursement basis to the Subrecipient for eligible activities approved by the Recipient and the Federal Awarding Agency.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)." The Subrecipient must complete Attachment "D" by designating at least three (3) agents to execute any necessary documentation on behalf of the Subrecipient. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

e. In the event the Subrecipient contacts have not been updated regularly and all three (3) Agents have separated from the Subrecipient's agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from the grants management system may not be received and could result in failure to meet time periods to appeal a Federal determination.

f. The Division will review all costs for work performed by comparing the documentation provided by the Subrecipient in the grants management system against a performance measure, outlined in the Scope of Work section of this Agreement, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each proof of payment.

g. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as, "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Subrecipient "relate financial data and accomplishments to performance goals and objectives of the Federal award."

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Subrecipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If authorized by the Federal Awarding Agency, and if the Subrecipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of

employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the e as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Subrecipient-Employee agreement, or an established policy of the Subrecipient in affect at the time of the disaster event. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

i. If authorized by the Federal Awarding Agency, then the Division will reimburse the Subrecipient for travel expenses in accordance with 2 C.F.R. §200.475 As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Subrecipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (at the time of the execution of this agreement: $6 for breakfast, $11 for lunch, and $19 for dinner), then the Subrecipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Subrecipient in its regular operations as a result of the Subrecipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

j. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

k. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible recipient for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

**(10) RECORDS**

a. As required by 2 C.F.R. §200.334 and modified by Florida Department of State's record retention scheduling and disposition requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 C.F.R. §200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other

information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers s consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent if this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

**(11) AUDITS**

a. The Subrecipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. As required by 2 C.F.R. §200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 C.F.R. §200.337(c)).

c. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

**(12) MONITORING**

a. The Division shall monitor the performance of the Subrecipient under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope reviews, and/or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

**(13) LIABILITY**

a. Unless Subrecipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of

whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agre Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**(14) TERMINATION**

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient shall not be relieved of liability to the Division because of any breach of Agreement by the Subrecipient. The Division may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due the Division from the Subrecipient is determined.

**(15) PROCUREMENT**

a. The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, to include 2 C.F.R. §200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”). Additional requirements, guidance, templates and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: https://www.fema.gov/grants/procurement.

b. If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient shall ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

**(16) PAYMENTS**

a. Payments will be made through the U.S. Department of Health and Human Services SMARTLINK system and in compliance with 44 C.F.R. §13.21 and U. S. Treasury 31 C.F.R. part 205, Cash Management Improvement Act. All fire management assistance grants are subject to a cost share. The Federal cost share for fire management assistance grants is seventy-five percent (75%).

b. If the necessary funds are not available to fund this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Subrecipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

**(17) REPAYMENTS**

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects wherever deemed appropriate. In accordance with chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32311

**(18) ATTACHMENTS**

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 – Funding Sources
ii. Attachment A – Scope of Work, Deliverables, and Financial Consequences
iii. Attachment B – Certification Regarding Debarment
iv. Attachment C – System Access
v. Attachment D – Required Contract Provisions
vi. Attachment E – Certification Regarding Lobbying
vii. Attachment F – Foreign Country of Concern Affidavit

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUBRECIPIENT:** Levy County

By: _____

Name: _____

Title: _____

Date: _____

FEID# 59-6000717

**STATE OF FLORIDA**
**DIVISION OF EMERGENCY MANAGEMENT**

By: _____
Kevin Guthrie, Executive Director

Date: _____

**EXHIBIT 1**

**FUNDING SOURCES**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUBRECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Fire Management Assistance Grant Program

Catalog of Federal Domestic Assistance: _97.046

Amount of Federal Funding: $ _____

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Fire Management Assistance Grant Program and Policy Guide, February 2014

Federal Program:

1. Subrecipient is to use funding to perform eligible activities in accordance with the Stafford Act, FEMA Fire Management Assistance Grant Program and Policy Guide, February 2014, and approved Project Worksheet(s) (PW). Eligible work is classified into the following categories:
   **Emergency Work**
   Category B: Emergency Protective Measures
   **Permanent Work**
   Category H: Fire-fighting Activities
   Category Z: Administrative Work

2. Subrecipient is subject to all administrative and financial requirements as set forth in this Agreement or will be in violation of the terms of the Agreement.

**Attachment A**

**SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES**

**Scope of Work**

FEMA has sole authority for determining eligibility of project activities and associated costs. The Subrecipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Subrecipient's PW, the Division notifies the Subrecipient with a copy of the PW (or P2 Report).

**Budget and Project List**

**For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

**Deliverables**

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Subrecipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Project will be paid upon obligation and validation of the Project Worksheet and execution of the subgrant agreement. Subrecipient must initiate the Small Project Closeout in the grants management system within sixty (60) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Subrecipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

**Financial Consequences:**

2 CFR 200.338 and §215.971, Florida Statutes, requires the Division, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Subrecipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any Project Worksheet (PW) that the Subrecipient fails to complete in compliance with Federal, State and Local requirements, the Division shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is de-obligated by FEMA and/or withdrawn.

The Division shall apply the following financial consequences in these specifically identified events:

**Work performed outside the Incident Period**
Based on 2 C.F.R. §200.309, a Subrecipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Division as a financial consequence. If the Subrecipient does not anticipate finishing the work within the original period of performance, it must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Subrecipient's control.

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Division will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

The Division retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

**Attachment B**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION**

With respect to any Subrecipient of the State, which receives funds under this Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

3. Have not within the five (5) year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:

a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction; or
b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By:

| | |
|---|---|
| | Levy County |
| Signature | Subrecipient's Name |
| | D2901 |
| Name and Title | DEM Contract Number |
| Street Address | |
| City, State, Zip | |
| Date | |

**Attachment E**

**Certification Regarding Lobbying**

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Subrecipient or contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Subrecipient/contractor's Authorized Official

_____
Name and Title of Subrecipient/contractor's Authorized Official

_____
Date

**ATTACHMENT F**

# FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

## Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Jessie Robinson, Department Director
2. **Department:** Fleet Department
3. **Meeting Date:** Tuesday, September 8, 2026
4. **Requested Action:**
   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.
5. **Cost & Funding Source:**
   With a Cost of $46,334.03 X 2 = $92,668.06 coming from GL 101-0310-541-64010 Equipment

6. **Justification of Request:**
   The vehicles being replaced have exceeded their useful service life and are no longer dependable for daily Road Department operations. These units experience recurring mechanical failures that remove them from service without notice, and replacement components are no longer supplied by the manufacturer as OEM parts, which increases repair costs and extends the time each vehicle sits out of service. The cumulative cost of maintaining vehicles at the end of their service life places an ongoing and unpredictable strain on the annual operating budget without returning proportionate value to the County. The replacement units will be equipped with emergency lighting and will provide the Department with dependable equipment to meet its maintenance obligations, respond to storm events, and address citizen requests without delay caused by equipment being out of service.

HARDY CHEVROLET GMC
HARDYCHEVROLETGMC.COM

# 2026 CHEVROLET SILVERADO 1500

MODEL: CK10543
MODEL DESCRIPTION: 4WD Crew Cab 147"

| OPT CODE | DESCRIPTION |
|---|---|
| L84 | Engine, 5.3L EcoTec3 V8 |
| MHT | Transmission, 10-speed automatic |
| C5Y | GVWR, 7100 lbs |
| RCV | Wheels, 18" x 8.5" Bright Silver painted |
| R3O | Tires, LT275/65R18C blackwall Goodyear Wrangler Territory MT |
| PEB | WT Value Package |
| Z71 | Z71 Off-Road Package |
| CGN | Chevytec spray-on bedliner |
| Z82 | Trailering Package includes trailer hitch |
| **COLOR OPTIONS - SELECTION SHOULD BE QUANTITY FOR EACH COLOR** | |
| GAZ | Summit White |
| G7C | Red Hot |
| GBA | Black |
| GXD | Sterling Gray Metallic |
| | |
| | |
| **TOTAL** | |

**FSA # FSA25-VEL33.0 (Item 195)**

| | | | BASE PRICE | |
|---|---|---|---|---|
| | UNIT PRICE | DISC % | SWC PRICE | OPTION SELECT (X) |
| | $ 1,595.00 | 1% | $ 1,579.05 | x |
| | $ - | 1% | $ - | |
| | $ - | 1% | $ - | |
| | $ 650.00 | 1% | $ 643.50 | x |
| | $ 695.00 | 1% | $ 688.05 | x |
| | $ 960.00 | 1% | $ 950.40 | x |
| | $ 945.00 | 1% | $ 935.55 | x |
| | $ 545.00 | 1% | $ 539.55 | x |
| | $ 661.55 | 1% | $ 654.93 | x |
| | PRICE | DISC % | PRICE | EACH |
| | $ - | 0% | $ - | 1 |
| | $ - | 0% | $ - | |
| | $ - | 0% | $ - | |
| | $ - | 0% | $ - | |
| | $ - | 0% | $ - | |
| | $ - | 0% | $ - | |
| | | | | 1 |

| $ 40,343.00 |
|---|
| NET PRICE |
| $ 1,579.05 |
| $ - |
| $ - |
| $ 643.50 |
| $ 688.05 |
| $ 950.40 |
| $ 935.55 |
| $ 539.55 |
| $ 654.93 |
| NET PRICE |
| 0 |
| |
| |
| |
| |
| |
| $ 46,334.03 |

**STANDARD**

| Package |
| --- |
| Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) F |
| **Mechanical** |
| Durabed, pickup bed |
| Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 N |
| Transmission, 8-speed automatic, electronically controlled with overdrive ar split-bench seats.) |
| GVWR, 6700 lbs. (3039 kg) (Requires 2WD Regular Cab Standard Bed mo |
| Rear axle, 3.42 ratio |
| Push Button Start |
| Automatic Stop/Start (Not available with (5W4) Special Services Package, ( |
| Rear wheel drive |
| Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free w |
| Alternator, 220 amps (Included with (L3B) TurboMax engine, (VYU) Snow P |
| Recovery hooks, front, frame-mounted, Black |
| Frame, fully-boxed, hydroformed front section |
| Suspension Package, Standard |
| Steering, Electric Power Steering (EPS) assist, rack-and-pinion |
| Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors |
| Brake lining wear indicator |
| Capless Fuel Fill |
| Exhaust, single outlet |
| **Exterior** |
| Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD) |
| Tires, 255/70R17 all-season, blackwall (STD) |
| Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 25 |
| Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare |
| Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and d |
| Bumpers, front, Black (semi-gloss) |
| Bumpers, rear, Black (semi-gloss) |
| CornerStep, rear bumper |
| Cargo tie downs (12), fixed rated at 500 lbs per corner |
| Headlamps, halogen reflector with halogen Daytime Running Lamps |
| IntelliBeam, automatic high beam on/off |
| Lamps, cargo area, cab mounted integrated with center high mount stop lan |
| Taillamps with incandescent tail, stop and reverse lights |
| Mirrors, outside heated power-adjustable (Standard on Regular Cab model gloss Black mirror caps.) |

Glass, solar absorbing, tinted
Door handles, Black
Tailgate and bed rail protection cap, top
Tailgate, standard
Tailgate, locking utilizes same key as ignition and door (Removed when (QT
Tailgate, gate function manual, no EZ Lift

## Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touch (STD)
Sirius XM, delete (Can be upgraded to (U2K) SiriusXM.)
Audio system feature, 2-speaker system (Requires Regular Cab model.)
Wireless phone projection for Apple CarPlay and Android Auto
Bluetooth for phone, connectivity to vehicle infotainment system
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or deale

## Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-se
Seat trim, Vinyl
Seat adjuster, driver 4-way manual
Seat adjuster, passenger 4-way manual
Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
Steering wheel, urethane
Steering column, Tilt-Wheel, manual with wheel locking security feature
Steering column lock, electrical
Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine
Driver Information Center, 3.5" diagonal monochromatic display
Exterior Temperature Display located in radio display
Compass located in instrument cluster
Window, power front, drivers express up/down
Window, power front, passenger express down
Door locks, power
Remote Keyless Entry, with 2 transmitters
Cruise control, electronic with set and resume speed, steering wheel-mount
Power outlet, front auxiliary, 12-volt
USB Ports, 2, Charge/Data ports located on instrument panel
Air conditioning, single-zone manual
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar

## Safety-Mechanical

Automatic Emergency Braking
Front Pedestrian Braking

Front Pedestrian Braking

StabiliTrak, stability control system with Proactive Roll Avoidance and tractic

## Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

## Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Sensing System for frontal outboard passenger airbag (Always use seat bel

OnStar services capable (See onstar.com for details and limitations. Service

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core C OnStar. OnStar Basics includes remote commands, Navigation, Voice As reception and GPS signal required. OnStar links to emergency services. Se

HD Rear Vision Camera

Lane Keep Assist with Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Teen Driver a configurable feature that lets you activate customizable vehi turned off. An in-vehicle report card gives you information on driving habits a

Buckle to Drive prevents vehicle from being shifted out of Park until driver se

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does no

## Warranty

| | |
|---|---|
| Warranty Note | <<< Preliminary 2026 Warranty >> |
| Basic Years | 3 |
| Basic Miles/km | 36,000 |
| Drivetrain Years | 5 |
| Drivetrain Miles/km | 60,000 |
| Drivetrain Note | Silverado TurboMax<sup>TM</su |
| Corrosion Years (Rust-Through) | 6 |
| Corrosion Years | 3 |
| Corrosion Miles/km (Rust-Through) | 100,000 |
| Corrosion Miles/km | 36,000 |
| Roadside Assistance Years | 5 |
| Roadside Assistance Miles/km | 60,000 |
| Roadside Assistance Note | Silverado TurboMax<sup>TM</su |
| Maintenance Note | First Visit: 12 Months/12,000 Miles |

ront Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning

m] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU)
ıd tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Brakir

del.)

9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)

ıith rundown protection and retained accessory power
low Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Pac

5/70R17 all-season, blackwall tires.)

oor

np, with switch in bank on left side of steering wheel (incandescent on Regular

ls. Included and only available with (PCV) WT Convenience Package on Crew

5) EZ Lift power lock and release tailgate is ordered.)

screen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice c

er for details.)

eat storage (lockable) (STD)

e temperature, tachometer, voltage and oil pressure

ed

mounted

on control, includes electronic trailer sway control and hill start assist

Seat-mounted side-impact airbags for driver and front outboard passenger; Hea
ts and child restraints. Children are safer when properly secured in a rear seat i
es vary by model. Service plan required.)

OnStar services including remote commands, built-in voice assistance, real-time
sistance, and Automatic Crash Response, for eligible vehicles with compatibl
rvice coverage varies with conditions and location. Service availability, features

cle settings associated with a key fob, to help encourage safe driving behavio
and helps you to continue to coach your new driver

eat belt is fastened; times out after 20 seconds and encourages seat belt use, c
t apply to spare tire)

>

p> engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commerc

p> engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commerc

;

, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) I

) Snow Plow Prep Package or (ZW9) pickup bed delete.)
ng (STD) (Included and only available with (L3B) TurboMax engine. Requires (A

kage.)

Cab models, LED on Crew Cab and Double Cab models)

Cab and Double Cab models. When (PQA) WT Safety Package is ordered, i

ommand pass-through to phone, Wireless Apple CarPlay and Wireless Androic

ad-curtain airbags for front and rear outboard seating positions; Includes front o
n the appropriate child restraint. See the Owner's Manual for more information.)

e traffic and navigation, and Automatic Crash Response to help if you're in nee
le software. OnStar Basics is standard for 8 years; OnStar plan, working ele
and functionality vary by device and software version. See onstar.com for detail

r. It can limit certain available vehicle features, and it prevents certain safety s

an be turned on and off in Settings menu

cial, government, and qualified fleet vehicles: 5 years/100,000 miles

cial, government, and qualified fleet vehicles: 5 years/100,000 miles

IntelliBeam

AZ3) front 40/20/40

ncludes (DP6) high

d Auto compatibility

utboard Passenger
)

d. (Requires (UE1)
ctrical system, cell
ls and limitations.)

systems from being

## Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Jessie Robinson, Department Director
2. **Department:** Fleet Department
3. **Meeting Date:** Tuesday, September 8, 2026
4. **Requested Action:**
   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.
5. **Cost & Funding Source:**
   $92,668.06 - 134-0125-524-64010

6. **Justification of Request:**
   The addition of inspectors has increased the Department's need for dedicated transportation to conduct inspections, site visits, and other required fieldwork throughout Levy County. Inspectors are routinely required to travel to multiple locations during the workday, often with equipment, inspection materials, and other County resources necessary to perform their assigned duties. The purchase of these vehicles will also allow the Department to appropriately equip the newly created positions without unnecessarily increasing mileage, wear, and maintenance cost on the Department's existing fleet.

HARDY CHEVROLET GMC

HARDYCHEVROLETGMC.COM

FSA # FSA25-VEL33.0 (Item 195)

# 2026 CHEVROLET SILVERADO 1500

MODEL: CK10543

MODEL DESCRIPTION: 4WD Crew Cab 147"

| | | | | BASE PRICE | | $ 40,343.00 |
|---|---|---|---|---|---|---|
| OPT CODE | DESCRIPTION | UNIT PRICE | DISC % | SWC PRICE | OPTION SELECT (X) | NET PRICE |
| L84 | Engine, 5.3L EcoTec3 V8 | $ 1,595.00 | 1% | $ 1,579.05 | x | $ 1,579.05 |
| MHT | Transmission, 10-speed automatic | $ - | 1% | $ - | | $ - |
| C5Y | GVWR, 7100 lbs | $ - | 1% | $ - | | $ - |
| RCV | Wheels, 18" x 8.5" Bright Silver painted | $ 650.00 | 1% | $ 643.50 | x | $ 643.50 |
| R3O | Tires, LT275/65R18C blackwall Goodyear Wrangler Territory MT | $ 695.00 | 1% | $ 688.05 | x | $ 688.05 |
| PEB | WT Value Package | $ 960.00 | 1% | $ 950.40 | x | $ 950.40 |
| Z71 | Z71 Off-Road Package | $ 945.00 | 1% | $ 935.55 | x | $ 935.55 |
| CGN | Chevytec spray-on bedliner | $ 545.00 | 1% | $ 539.55 | x | $ 539.55 |
| Z82 | Trailering Package includes trailer hitch | $ 661.55 | 1% | $ 654.93 | x | $ 654.93 |
| COLOR OPTIONS - SELECTION SHOULD BE QUANTITY FOR EACH COLOR | | PRICE | DISC % | PRICE | EACH | NET PRICE |
| GAZ | Summit White | $ - | 0% | $ - | 1 | 0 |
| G7C | Red Hot | $ - | 0% | $ - | | |
| GBA | Black | $ - | 0% | $ - | | |
| GXD | Sterling Gray Metallic | $ - | 0% | $ - | | |
| | | $ - | 0% | $ - | | |
| | | $ - | 0% | $ - | | |
| TOTAL | | | | | 1 | $ 46,334.03 |

STANDARD

| |
|---|
| **Package** |
| Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam |
| **Mechanical** |
| Durabed, pickup bed |
| Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.) |
| Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine. Requires (AZ3) front 40/20/40 split-bench seats.) |
| GVWR, 6700 lbs. (3039 kg) (Requires 2WD Regular Cab Standard Bed model.) |
| Rear axle, 3.42 ratio |
| Push Button Start |
| Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.) |
| Rear wheel drive |
| Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power |
| Alternator, 220 amps (Included with (L3B) TurboMax engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.) |
| Recovery hooks, front, frame-mounted, Black |
| Frame, fully-boxed, hydroformed front section |
| Suspension Package, Standard |
| Steering, Electric Power Steering (EPS) assist, rack-and-pinion |
| Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors |
| Brake lining wear indicator |
| Capless Fuel Fill |
| Exhaust, single outlet |
| **Exterior** |
| Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD) |
| Tires, 255/70R17 all-season, blackwall (STD) |
| Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.) |
| Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare |
| Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door |
| Bumpers, front, Black (semi-gloss) |
| Bumpers, rear, Black (semi-gloss) |
| CornerStep, rear bumper |
| Cargo tie downs (12), fixed rated at 500 lbs per corner |
| Headlamps, halogen reflector with halogen Daytime Running Lamps |
| IntelliBeam, automatic high beam on/off |
| Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models) |
| Taillamps with incandescent tail, stop and reverse lights |
| Mirrors, outside heated power-adjustable (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package on Crew Cab and Double Cab models. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.) |
| Glass, solar absorbing, tinted |
| Door handles, Black |
| Tailgate and bed rail protection cap, top |
| Tailgate, standard |
| Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.) |
| Tailgate, gate function manual, no EZ Lift |
| **Entertainment** |
| Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD) |
| Sirius XM, delete (Can be upgraded to (U2K) SiriusXM.) |
| Audio system feature, 2-speaker system (Requires Regular Cab model.) |
| Wireless phone projection for Apple CarPlay and Android Auto |
| Bluetooth for phone, connectivity to vehicle infotainment system |
| Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.) |
| **Interior** |
| Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD) |
| Seat trim, Vinyl |
| Seat adjuster, driver 4-way manual |
| Seat adjuster, passenger 4-way manual |
| Floor covering, rubberized-vinyl (Not available with LPO floor liners.) |
| Steering wheel, urethane |
| Steering column, Tilt-Wheel, manual with wheel locking security feature |
| Steering column lock, electrical |
| Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure |
| Driver Information Center, 3.5" diagonal monochromatic display |
| Exterior Temperature Display located in radio display |
| Compass located in instrument cluster |
| Window, power front, drivers express up/down |
| Window, power front, passenger express down |
| Door locks, power |
| Remote Keyless Entry, with 2 transmitters |
| Cruise control, electronic with set and resume speed, steering wheel-mounted |

Cruise control, electronic with set and resume speed, steering wheel-mounted

Power outlet, front auxiliary, 12-volt

USB Ports, 2, Charge/Data ports located on instrument panel

Air conditioning, single-zone manual

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

## Safety-Mechanical

Automatic Emergency Braking

Front Pedestrian Braking

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

## Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

## Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

HD Rear Vision Camera

Lane Keep Assist with Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

## Warranty

| | |
|---|---|
| Warranty Note | <<< Preliminary 2026 Warranty >>> |
| Basic Years | 3 |
| Basic Miles/km | 36,000 |
| Drivetrain Years | 5 |
| Drivetrain Miles/km | 60,000 |
| Drivetrain Note | Silverado TurboMax<sup>TM</sup> engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles |
| Corrosion Years (Rust-Through) | 6 |
| Corrosion Years | 3 |
| Corrosion Miles/km (Rust-Through) | 100,000 |
| Corrosion Miles/km | 36,000 |
| Roadside Assistance Years | 5 |
| Roadside Assistance Miles/km | 60,000 |
| Roadside Assistance Note | Silverado TurboMax<sup>TM</sup> engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles |
| Maintenance Note | First Visit: 12 Months/12,000 Miles |

## 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, September 8, 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

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