Robert (Bobby) B. McCallum, Jr. Sheriff of Levy County

PHONE: (352) 486-5111

FAX: (352) 486-5116 JAIL: (352) 486-5121

CIVIL DIV.: (352) 486-5206



MEMBER, FLORIDA SHERIFFS ASSOCIATION 9150 NE 80th AVENUE

P.O. DRAWER 1719

BRONSON, FLORIDA 32621-1719

May 6, 2020

Chairman Matt Brooks and The Levy County Board of County Commission 310 School Street Bronson, FL 32621

Dear Chairman Brooks and Commissioners:

The Levy County Detention Facility requests approval to purchase a control panel replacement for POD III. The current panel is 15 years old and is no longer supported by the manufacturer's software. The purchase of a new control panel is a necessity to maintain the safety and security of the staff and inmates at the Levy County Detention Facility.

Attached you will find written quotes for the below listed companies and their respective pricing.

Montgomery Technology Systems
 Florida Detention Systems
 Storlay Sequeits Selections

Stanley Security Solutions \$147,500.00

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Sincerely,

Mike Sheffield

Colonel

Chief of Staff

cc: Command



Dupdated My Spend tryans Ste Somethy 13/20

March 10, 2020

Subject: Levy County Jail, FL - MTI Security Control System

Montgomery Technology Systems, LLC (MTS) is pleased to provide a quote for an integrated control system as described below in the scope of work for the above referenced project. MTS is proposing to provide a Montgomery Technology, Inc. (MTI) control system. MTI has been in business for over 30 years and has completed over 2000 installations in the detention market. This quote is based on original project documents.

Scope of Work

MTS will provide an MTI Firefly Control system to replace the existing MTI control system. MTS will provide one (1) control station to replace the existing control station (TS-A). A control station consists of a HP EliteDesk 800 G4 Small Form Factor computer, a 22" Elo touchscreen monitor and microphone for intercommunications.

MTS will replace existing processors with MTI Embedded Controllers and provide a new digital amplifier.

MTS will provide new UPSs for all head end equipment and control stations. An on-line UPS system will be utilized. The UPS system will be sized to provide fifteen (15) minutes of run time for all systems included in this quote. MTS will provide new HP 2530-8G 8 port network switch in the equipment room. MTS will pull Cat6 cabling between the control station and equipment room.

MTS will reuse all existing termination boards, relays, field devices, cabinets, cabling and countertops as is except where otherwise noted. MTS will assist the facility in troubleshooting problems with existing field devices. Once an existing field device is found to be defective, it will be the facility's responsibility to repair or replace the existing device.

Pricing

MTS is pleased to provide the above scope of work for a total of \$26,500.

Warranty

- 1. MTS provides the manufacturers standard warranty that all products are to be free of defects in material and workmanship for a period of one (1) year from date of substantial completion.
- 2. Conditions of the warranty apply only to materials supplied as part of this quote.
- 3. MTS is not responsible for damage caused by neglect or abuse by others who have gained access to the equipment.



Lead Times and Submittals

- 1. MTS will provide submittals within twelve (12) weeks of receipt of contract or purchase order.
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Terms of Payment

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- 7. If this project is sales tax exempt, a tax exemption certificate must be provided prior to material being ordered.

If I can be of any assistance or answer any questions, please do not hesitate to call me at 800-392-8292.

Sincerely,

Michelle Gafford



SINCE 1973

February 12, 2019

Attention: Lisa Brock Levy County Detention 352-486-5121 Ext. 248 Ibrock@levyso.com

RE: Locking Door Control and Intercom PLC

Please see below pricing for labor and materials to provide a lock visit Thursday 2-7-2019.

, ii per site

SAMO

- Scope of Work includes:
- > Florida Detention Systems will furnish and install a Programed Logic Computer System to control and monitor Locking Doors and Intercom.
 - o The PLC system will
 - Control and Monitor Approximately (81)
 - Emergency exit door release
 - Emergency cell group release
 - · Interlock groups as needed
 - Intercom communication
 - Approximately 103 Intercom stations
 - Intercom Call In and monitoring Capabilities
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 - PLC controller, Relay boards, and termination points will be located in the exiting relay cabinet in the Hall. FDS will terminate existing field wires up to the relay boards.
 - o Use existing conduit path from control to relay cabinet.
 - Computer will have multiple screen displays with icons for door, door unlock, door status, auxiliary functions and intercom stations.
 - 2 sets of As-built/ Operations and Maintenance manuals will be provided.
 - Equipment and manufacturing workmanship are warranted against defects for a period of one (1) year after installation. Warranty is limited to repair or replacement of equipment deemed to have failed under conditions of normal use and excludes failures attributed to misuse, vandalism and lighting.
- Our bid specifically excludes:
 - All field devices including Door Locks, Door Sliding Devices, DPS switches and intercom Call Stations.

Pricing \$86,700.00

Sincerely,

Casey Crews
Project Manager
Florida Detention Systems, Inc.
casey@floridadetention.com
352-475-5391



STANLEY Convergent Security Solutions14670 Cumberland Road, Noblesville, IN 46060 **T** (317) 776 3550 **F** (317) 776 3508

QUOTATON (Q#170318) – SECURITY ELECTRONICS/ TOUCHSCREEN RETROFIT OF THE LEVY COUNTY JAIL, BRONSON, FL

June 29, 2017

Stanley Convergent Security Solutions, Inc. (SCSS) is the nation's leading integrator of Allen Bradley programmable logic controller (PLC) controls for the corrections industry. We have provided over 600 similar solutions to this quotation with complete success. We firmly believe that our extensive knowledge of corrections and Allen-Bradley's PLC equipment uniquely distinguishes SCSS to provide a successful project in a timely manner.

Per your request, we have included a proposal to retrofit the existing, failing, proprietary MTI touchscreen, door control, and intercom system with a <u>non-proprietary</u>, <u>off-the-shelf</u> Allen-Bradley PLC based Touchscreen control system provided by SCSS.

1.0 Overview and Scope of Work

1.1 Project Narrative:

SCSS will provide a new PLC-based system to control your doors and intercoms that are currently connected to your existing control system. SCSS will provide one (1) new 22" LCD Touchscreen Control Commander Stations, and it will be distributed as follows:

• Pod Control Room, Room H200 (Qty. 1)

See Section 1.3 - Description of Security Electronics Systems

Besides material, our scope includes detail drawings, engineering, panel build, demolition of unnecessary equipment, installation and termination of head-end devices, validation testing, owner training, and final documentation. SCSS shall reuse all existing field devices and their associated wiring.

We have not included any new conduit/raceway/cable tray installation. Should these services be required, additional costs shall be incurred.

We have not included any new countertops/millwork/casework in any of the control rooms. This shall be the responsibility of OTHERS.

1.2 Benefits of Security Electronics Control System Upgrade:

The benefits of retrofitting/upgrading the existing, proprietary MTI security electronics control system with a SCSS system include the following:

- NON-PROPRIETARY SYSTEM (all parts are "off-the-shelf")
- Updating to the latest PLC, Touchscreen, and Intercom technology
- Digital intercom system
- Audio recording of all the conversations from the new touchscreen control stations
- Offering a 1-year warranty on the new head-end equipment
- Data Logging of all security transactions
- Touchscreen-based control
- Easily expandable for future additions
- Easy-to-use
- Increased Accountability and Reliability
- Experienced Systems Integrator (over 600 projects completed)

STANLEY Convergent Security Solutions 14670 Cumberland Road, Noblesville, IN 46060 T (317) 776 3550 F (317) 776 3508

9.0 Terms for Payment

- Material stored at SCSS for this project and labor accrued will be progressively billed.
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- SCSS works under the terms of a SCSS standard Sales Agreement.
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- Liquidated damages:
 - SCSS will commit to mutually agreed upon ship dates for our equipment to site, provided that other contractors have met all milestones, and that the timing is reasonable. SCSS is not responsible for delays by others, which impact our shipping dates.

10.0 Base Price

Base Price......\$ 147,545.00* *Note: This price does not include any contingency fund. Please see section 6.0 ("Contingencies").

10.1 Bonds/Taxes/Freight:

This price does not include any applicable taxes, bonds, prevailing wage, and/or MBE content. If taxes are required, you will need to figure taxes based upon our entire quoted price. Freight has been included. Should a payment/performance bond be required, add 1% to the overall price.

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SCSS is pleased to provide this quotation, and we hope it meets with your approval. This price is valid for 60 days. Please feel free to contact us should you have any questions or concerns.

Sincerely,

Dusty Hackleman Senior Sales Engineer

dustin.hackleman@sbdinc.com

317-703-1159 Direct Line

Robert (Bobby) B. McCallum, Jr. Sheriff of Levy County

PHONE: (352) 486-5111 FAX: (352) 486-5116 JAIL: (352) 486-5121

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MEMBER, FLORIDA SHERIFFS ASSOCIATION
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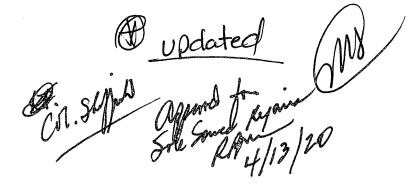
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Chief of Staff

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March 10, 2020

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dustin.hackleman@sbdinc.com

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MEMBER, FLORIDA SHERIFFS ASSOCIATION
9150 NE 80th AVENUE
P.O. DRAWER 1719
BRONSON, FLORIDA 32621-1719

May 6, 2020

Chairman Matt Brooks and The Levy County Board of County Commission 310 School Street Bronson, FL 32621

Dear Chairman Brooks and Commissioners:

The Levy County Detention Facility requests approval to purchase/replace the metal strainer bar screen as a result of the sewage system review of Mr. Randy Wilkerson, Plant Manager. The estimated cost of the metal strainer bar per the attached from Hydra Service, Inc. is \$7,813.33 - \$9,512.50. Please see the attached estimated costs and the paperwork.

In addition, the Plant has two (2) aeriation pumps/blowers. One of these pumps has been down since October of 2019 and we have requested replacement since that date. If the one operational pump goes down, there will be no way to remove the sewage. The Florida Department of Environmental Protection (DEP) has notified the county that failure to maintain a functional secondary blower is in violation of Rule 62-620.610(7) Florida Administrative Code. They have requested entry of a Consent Order acknowledging two violations of the above referenced code.

Also an insulated pump house has been on site more than a year. Once the above work has been completed, a crane will be needed to remove the old pump house and install the new one.

Sincerely,

W.O. "Brett" Beauchamp Undersheriff/Legal Counsel

cc: Command Finance

FW: Levy Co. Jail Bar Screen

Randy Wilkerson < randy@chieflandfla.com >

Wed 5/6/2020 3:48 PM

To: Brett Beauchamp

bbeauchamp@levyso.com>

From: Rex Smith [mailto:rex@hydraservice.net]

Sent: Tuesday, March 03, 2020 8:48 PM

To: randy@chieflandfla.com

Cc: Tim Estep

Subject: Levy Co. Jail Bar Screen

Randy,

Please see the below quote for the replacement aluminum screen (basket) for the jail plant

\$8,512.50 with $\frac{1}{2}$ gap = that equals 90 bars \$6,813.33 with 7/16" gap

\$1,000 for Hydra tech to install

Thanks and please let me know if you have any questions.

FYI.... We are still working on the quote for the pumps and panel.

Rex Smith 850-630-0117

Specialist in Fluid Movement



SULZER

250 Springview Commerce Drive Debary Florida 32713 Phone: 407 330 3456 Phone: 800 323 1731 Fax: 407 330 3404		Sales Represent Contact Inform 850-630-0117	
TO:	Levy County Jail LS	FROM:	Rex Smith
ATTN:		EMAIL: DATE:	rex@hydraservice.net March 5, 2020
PHONE		QUOTE #:	200305- 1TW-RS
FAX:		REF:	Levy County Jail LS (pump and panel quote)
EMAIL:		ENG FIRM:	(design or reviewing eng firm)
2 2 2 2 2 2	Sulzer Model PIR-S20/2W submersible purr Amps, with 32' power cords. Start Kit S20/2W Seal leak/ overtemp relay Sulzer standard 1-year pump warranty 1-1/4" 90 DEGREE ELBOW assembly (option 1) - SS panel add \$5,000 (option 2) - Fiberglass add \$4,286 OPTIONAL for Hydra to install panel and pum		narge <u>2 HP</u> , <u>230</u> volt, <u>60</u> Hertz, <u>1~</u> phase, <u>11.5</u> Full Load
	tallation is <u>NOT</u> included. art up is <u>NOT</u> included.		
Note: No	other components or options (other than the	scope of supply lis	ted above) are included.
STATE C HYDRA ESTMTD APPROV THESE T	PRICE, F.O.B. JOB, FREIGHT ALLOWED OR LOCAL TAXES WHICH MAY APPLY. TE SERVICE STANDARD TERMS AND CONI O DELIVERY: 1-2 WEEKS AFTE ED SUBMITTAL DATA AND SIGNED PROPERMS ARE INDEPENDENT OF, AND ARE NOT THE PROPERTY OF THE P	DITIONS APPLY ER RECEIPT IN O' OSAL. NOT CONTINGEN	. PAYMENT TERMS ARE NET 30 DAYS. UR OFFICE OF COMPLETE
ACCEPT	ED DATE	Review Date:	3/5/20 Rex Smith
	NAME OF PURCHASER	REV	IEWED BY HYDRA SERVICE SALES REP.

Curve number **SULZER Pump performance curves** Reference curve PIRANHA S W 60 HZ PIRANHA S W 60HZ Discharge Frequency G11/4" 60 Hz Density Viscosity Testnorm Rated speed Date 62.32 lb/ft3 ISO9906:2012,HI 11.6/14.6≤10kW 1.082E-5 ft2/s 3416 rpm 2020-03-05 Flow Head Shaft power Power input Rated power P2 Hydraulic efficiency NPSH 2.41 hp *H* / ft ∄ Head Δp / psi 20/2W 60HZ 48 110 105 44 100 95 40 90 85 - 36 80 75 - 32 70 65 28 60 -55 24 20 45 40-16 35 30 12 25-D143 20 -8 15-10-Shaft power P2 P, / hp D143 2.1 2 1.9 1.7 1.6 1.5 Hydraulic efficiency 20 16 12 8

10 12

N° of vanes

16 18 20 22

Impeller

Macerator

8

Impeller size

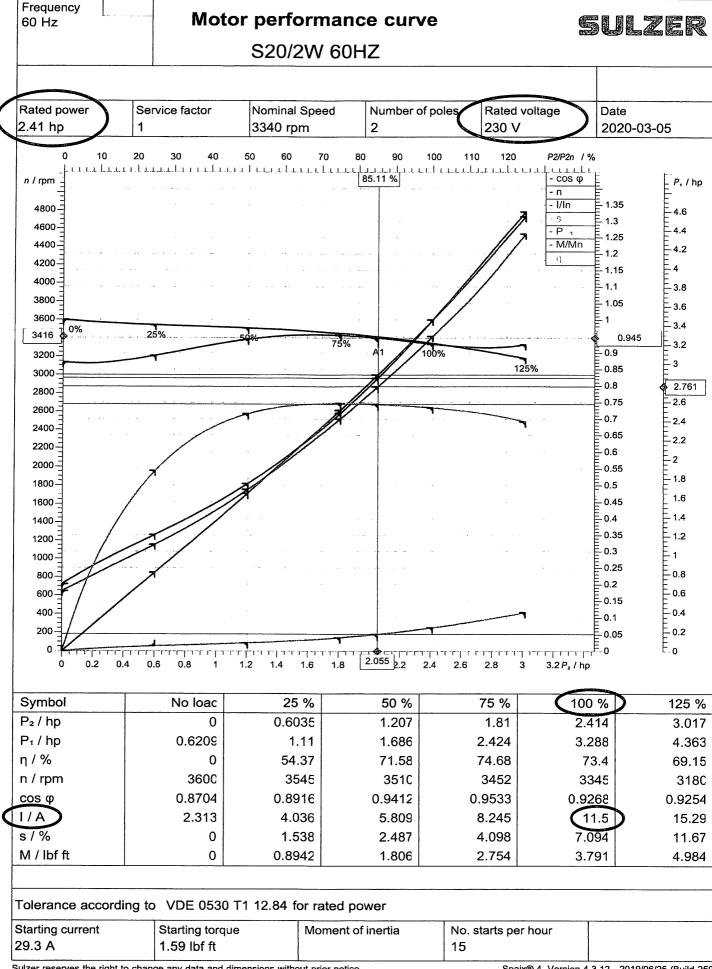
143 mm

42 Q / US g.p.m.

Revision

30

Solid size





FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis Governor

Jeanette Nuñez Lt. Governor

Noah Valenstein Secretary

Northeast District 8800 Baymeadows Way West, Suite 100 Jacksonville, Florida 32256

April 9, 2020

Sent electronically to: dean-wilbur@levycounty.org

Ms. Wilbur Dean, County Coordinator Levy County Board of Commissioners Post Office Drawer 310 Bronson, Florida 32621

SUBJECT:

Dept. of Environmental Protection v. Levy County Board of Commissioners

Levy County Jail WWTF - OGC File No. 19-1796

Facility ID No. FLA011647

Levy County

Dear Mr. Dean:

Enclosed is the Consent Order to resolve the issues in the subject OGC File. Please review the Consent Order and, if you find it acceptable, sign and return the original document to this office within 14 days of receipt.

If you wish to modify the Consent Order, please respond to this office in writing within 14 days, explaining your concerns including any proposed changes.

If you have any questions concerning the Consent Order, please contact Nick Williams, at (904) 256-1608, or at <u>Nick.Williams@FloridaDEP.gov</u>. Your continued cooperation in the matter is greatly appreciated.

Sincerely,

James R. Maher, PE

Assistant Director

ec: FDEP – NED: Matthew Kershner, Herndon Sims, Nick Williams, Monique Jordan,

DEP NED

omas R Maker

Randy Wilkerson - randy@chieflandfla.com

Fw: Consent Order - Levy County Jail WWTF - OGC File No. 19-1796 - Levy County -FLA011647

Brett Beauchamp

bbeauchamp@levyso.com>

Thu 5/7/2020 9:59 AM

To: Robin McCracken <rmccracken@levyso.com>

1 attachments (120 KB)

Levy County Jail WWTF LFCO OGC Approved 4-9-2020.pdf;

From: Randy Wilkerson <randy@chieflandfla.com>

Sent: Thursday, May 7, 2020 9:26 AM

To: Brett Beauchamp

bbeauchamp@levyso.com>

Subject: FW: Consent Order - Levy County Jail WWTF - OGC File No. 19-1796 - Levy County - FLA011647

I'll pay the \$500 penalty

Please see the attached Consent Order from the Department of Environmental Protection.

Please note the following:

- The attached file can be opened by Adobe Reader, that can be downloaded from http://get.adobe.com/reader/.
- PLEASE ACKNOWLEDGE THE RECEIPT OF THIS EMAIL, so we can be sure that you received it.

If you have additional questions, please contact Nick Williams at Nick.Williams@FloridaDEP.gov.

Thank you.



Monique Jordan

Compliance Assurance Program FDEP - Northeast District Monique.Jordan@FloridaDEP.gov

Office: (904) 256-1550 Internal: 21550

*This document is now in Oculus.

BEFORE THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION)	NORTHEAST DISTRICT
)	
v.)	OGC FILE NO. 19-1796
)	
LEVY COUNTY BOARD)	
OF COUNTY COMMISSIONERS)	
)	

CONSENT ORDER

This Consent Order ("Order") is entered into between the State of Florida Department of Environmental Protection ("Department") and Levy County Board of County Commissioners ("Respondent") to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and Respondent admits the following:

- 1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes ("Fla. Stat."), and the rules promulgated and authorized in Title 62, Florida Administrative Code ("Fla. Admin. Code"). The Department has jurisdiction over the matters addressed in this Order.
 - 2. Respondent is a person within the meaning of Section 403.031(5), Fla. Stat.
- 3. Respondent is the owner and is responsible for the operation of Levy County Jail Wastewater Treatment Facility, a 0.024 MGD annual average daily flow ("AADF") extended aeration activated sludge domestic wastewater treatment facility ("WWTF") consisting of an influent bar screen, one 4,000-gallon flow equalization tank, one 5,060-gallon anoxic tank, four aeration basins in series (#1, #2, #3 aeration basins at 5,060-gallons each, #4 at 5,000-gallons), one 4,965-gallon secondary clarifier, one 650-gallon chlorine contact chamber, one 2,230-gallon aerobic digester; effluent disinfection is by

- sodium hypochlorite solution; and chlorinated reclaimed water is discharged from the chlorine contact chamber to an open flow splitter box and land-applied to any one of three onsite, rapid-rate percolation ponds on a rotating basis ("Facility").
- 4. Respondent owns and operates the Facility under Department Wastewater Generic Permit No.: FLA011647 ("Permit"), which was issued on March 4, 2019, and will expire on March 3, 2024. The Facility is located at 9150 NE 80th Avenue, Bronson, Florida, 32621-3430, in Levy County, Florida, further identified by Levy County Property Appraiser Parcel ID No.: 0329300200 ("Property").
 - 5. The Department finds that the following violation(s) occurred:
- a) Failure to submit required DMRs from March 2017 through the effective date of this Order, in violation of Condition IV.1 and IV.2, Permit No.: FLA011647, and Rule 62-620.610(18)(a), Fla. Admin. Code.
- b) Failure to maintain a functional secondary blower in violation of Rule 62-620.610(7), Fla. Admin. Code.
- 6. As of the effective date of this Order, Respondent has resolved the violation of Rule 62-620.610(7), Fla. Admin. Code, based on documentation submitted to the Department the secondary blower is now functional as required.

Having reached a resolution of the matter Respondent and the Department mutually agree and it is **ORDERED**:

- 7. Respondent shall comply with the following corrective actions within the stated time periods:
- a) Within 60 days of the effective date of this Order, Respondent shall register for Electronic Discharge Monitoring Report System ("EzDMR"). Once registration is complete, Respondent shall submit EzDMRs on the same schedule as required for the DMRs in the Permit. The EzDMRs must

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be received by the Department no later than the 28th day following the end of the reporting period (e.g., an October report would be due no later than November 28th).

- 8. Within 60 days of the effective date of this Order, Respondent shall pay the Department \$1,500.00 in settlement of the regulatory matters addressed in this Order. This amount includes \$1000.00 for civil penalties for violation of Rule 62-620.610(18)(a), Fla. Admin. Code, pursuant to Section 403.121(4)(f), Fla. Stat., and \$500.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order.
- 9. If the Respondent completes Paragraph 7, Department will waive penalties from the violations as described in Paragraph 8, above. However, even if the Respondent completes Paragraph 7 requirements, Respondent shall pay the \$500.00 in Department costs and expenses regardless.
- 10. Notwithstanding the time periods described in the paragraphs above, Respondent shall complete all corrective actions required by Paragraph 7 within 60 days of the effective date of this Order and be in full compliance with Chapter 62-620, Fla. Admin. Code, regardless of any intervening events or alternative time frames imposed in this Order, other than those excused delays agreed to by the Department, as described in paragraph 16, below.
- 11. Respondent agrees to pay the Department stipulated penalties in the amount of \$100.00 per day for each and every day Respondent fails to timely comply with any of the requirements of Paragraph 7 of this Order. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment and shall do so as further described in Paragraph 10, below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order. Any stipulated penalties assessed under this paragraph shall be in addition to the civil penalties agreed to in Paragraph 8 of this Order.

- order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at: http://www.fldepportal.com/go/pay/. It will take a number of days after this order becomes final, effective and filed with the Clerk of the Department before ability to make online payment is available.
- 13. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Department of Environmental Protection, Northeast District, 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida, 32256.
- 14. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.
- 15. In the event of a sale or conveyance of the Facility or of the Property upon which the Facility is located, if all of the requirements of this Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility or Property, (a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility, and (c) provide a copy of this Order with all attachments to the purchaser, operator, or person(s) in control of the Facility. The sale or conveyance of the Facility or the Property does not relieve Respondent of the obligations imposed in this Order.
- 16. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused

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by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

- 17. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Order.
- 18. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal

liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

- 19. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.
- 20. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to \$10,000.00 per day per violation, and criminal penalties.
- 21. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, Fla. Stat., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, Fla. Stat.
- Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.
- 23. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, Fla. Stat. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), Fla. Stat.
- 24. This Consent Order is a final order of the Department pursuant to section 120.52(7), Fla. Stat., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, Fla. Stat. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

25. Respondent has the option to publish the following notice in a newspaper of daily circulation in Levy County, Florida. If Respondent choses to do so, notice shall be published one time only within 14 days of the effective date of the Order. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NOTICE OF CONSENT ORDER

The Department of Environmental Protection ("Department") gives notice of agency action of entering into a Consent Order with LEVY COUNTY BOARD OF COMMISSIONERS pursuant to section 120.57(4), Florida Statutes ("Fla. Stat."). The Consent Order addresses the failure to submit required DMRs for the facility located at 9150 NE 80th Avenue, Bronson, Florida 32621-3430. The Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida, 32256.

Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Fla. Stat.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department's final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all of the following information:

- a) The OGC Number assigned to this Consent Order;
- b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;

- c) An explanation of how the petitioner's substantial interests will be affected by the Consent Order;
- d) A statement of when and how the petitioner received notice of the Consent Order;
- e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;
- A statement of the specific facts the petitioner contends warrant reversal or modification of the Consent Order;
- g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Consent Order; and
- h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Consent Order.

The petition must be filed (received) at the Department's Office of General Counsel, 3900

Commonwealth Boulevard, MS# 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at 8800

Baymeadows Way West, Suite 100, Jacksonville, Florida, 32256. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Fla. Stat.

Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Fla. Stat.

Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Fla. Stat. and Rule 62-110.106(12), Fla. Admin. Code.

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25. Rules referenced in this Order are available at

http://www.dep.state.fl.us/legal/Rules/rulelist.htm.

	FOR THE RESPONDENT:	
	John Meeks, Commission Chair Levy County Board of Commissioners	Date
DONE AND ORDERED this	day of	2020, in Duval, Florida.
	STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	1
	Gregory J. Strong District Director Northeast District	
Filed, on this date, pursuant to section of which is hereby acknowledged.	on 120.52, Fla. Stat., with the designated D	epartment Clerk, receipt
Clerk	 Date	
Copies furnished to: Lea Crandall, Agency Clerk, Mail St Adrienne Pennington, FDEP	tation 35	