

AMENDED
PUBLIC NOTICE

BOOK 45 PAGE166

The Lafayette County Commission will be holding a regular meeting on Monday, January 10, 2022 at 9:00 a.m. The meeting will be held in the County Commissioners Meeting Room, on the second floor at the Lafayette County Courthouse in Mayo, Florida. Listed below is an agenda for the meeting.

By Order Of:



Anthony Adams, Chairman
Lafayette County Commission

BOARD OF COUNTY COMMISSIONERS MEETING:

1. Open the meeting.
2. Invocation and pledge to the flag.
3. Approve the minutes.
4. Requests and comments from the community.
5. Department Heads:
 - A) Marcus Calhoun – Maintenance.
 - B) Scott Sadler – Public Works.
 - C) Garret Land – Building/Zoning.
 - D) Marty Tompkins – EMS.
 - E) Shawn Jackson – Extension Office.
6. Select members to serve on the Canvassing Board.
7. Approve a Construction and Maintenance Agreement for the resurfacing of State Road 20 from Buckville to the Taylor County line.
8. Approve the SHIP Local Housing Assistance Plan.
9. Approve an Interlocal Agreement with the Town of Mayo.
10. Leenette McMillan-Fredriksson – various items.
11. Approve the bills.
12. Other Business.
 - A) Approve an Interlocal Agreement with Dixie County for Building Official services.
 - B) Discuss the clock tower project.
13. Future agenda items.
14. Adjourn.

All members of the public are welcome to attend. Notice is further hereby given, pursuant Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and 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.

Persons with disabilities requesting reasonable accommodations to participate in this proceeding should contact (386) 294-1600 or via Florida Relay Service at (800) 955-8771.

See www.lafayetteclerk.com for updates and amendments to the agenda.

The *Riverbend News*, published every Wednesday in the City of Live Oak, County of Suwannee and State of Florida

AFFIDAVIT OF PUBLICATION

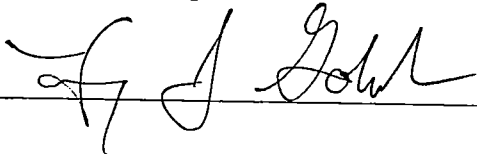
Before me, the undersigned authority personally appeared, **Lucy S Golub** who on oath says that she is the Manager for Classifies & Legals for the *Riverbend News*, a weekly newspaper, published in Live Oak, Suwannee County, Florida; that the attached copy of the advertisement being a:

LEGAL – PUBLIC NOTICE

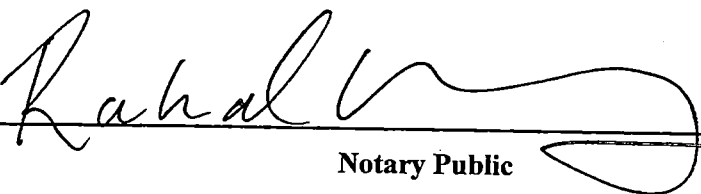
RE: Lafayette Board of County Commissioners Meeting

was published in said newspaper in the issue of **January 05, 2022**

Affiant further says that the said *Riverbend News* a newspaper published at Live Oak, in Suwannee County, Florida, and that the said newspaper has hertofore been continuously published in said Suwannee County, Florida, each week and has been entered as second class mail matter at the post office in Live Oak, in said Suwannee County, Florida, and affiant further says that *Riverbend News* has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signed by: 

Sworn to and subscribed before me this 6th day of **January 2022**.


Notary Public



RACHAL DEMING
Notary Public
State of Florida
Comm# HH204692
Expires 12/6/2025

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12. Other Business
13. Future agenda items
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See www.lafayetteclerk.com for updates and amendments to the agenda.

01/05

RESOLUTION NO. 2022-01-01

WHEREAS, the Florida Department of Transportation has offered Lafayette County a Construction & Maintenance Agreement for financial project ID no. 447040-1-52-01, and


WHEREAS, the Board of County Commissioners of Lafayette County deem it to be in the best interest of Lafayette County and the citizens of Lafayette County to enter into this agreement project no.: 447040-1-52-01 for the resurfacing of SR 20 from the Taylor County line to Buckville, in Lafayette County, and

WHEREAS, the Board finds that it is in the best interest of the Board to enter into and execute such agreement.

THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS, that the Chairperson of the Board of County Commissioners of Lafayette County, Florida is authorized to execute said agreement.

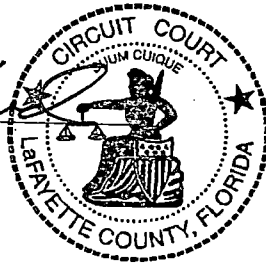
PASSED in regular session this 10th day of January, 2022.

Board of County Commissioners
Lafayette County, Florida

By: 
Anthony Adams, Chairman

Attest:


Steve Land
Clerk of Court



Mailed 1/13

CONSTRUCTION & MAINTENANCE AGREEMENT

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Lafayette County, Florida ("Agency").

-RECITALS-

1. The term "Property" shall refer to certain real property located in Lafayette County, Florida, where certain portions are owned by the Agency and more particularly described as County Road 348 and County Road 53\ 534 (collectively "County Roads") as shown in green of the attached **Exhibit "A"** and other portions are owned by the Department and more particularly known as SR 20\US 27 ("SR 20") as shown in purple in the attached **Exhibit "A"**; and
2. The Department is constructing Financial Project Number 447040-1-52-01 ("Project") to improve SR 20, to include milling and resurfacing, roadway and paved shoulder widening, construction of paved turnouts, installation of drainage pipes and structures, and upgrading an existing Rectangular Rapid Flashing Beacon (RRFB) and signage and pavement markings; and
3. In order to harmonize and complete the Project, it is necessary that portions of the Project work be constructed on the County Roads; and
4. For purposes of this Agreement, the term "Improvements" means and shall refer to those portions of the Project including, without limitation, signage and pavement markings, milling and resurfacing, widening and construction of turn lanes that are located on County Roads, and more particularly highlighted in blue on attached **Exhibit "B" Composite B-1 through B-3**; and
5. The Department shall fund construction of the Improvements, which is wholly contingent upon appropriation of funds to the Department; and
6. The Department shall construct the Improvements on the Property; and
7. A date for the commencement of construction of the Improvements has not been established; and
8. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments; and
9. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvements located on the County Roads ("Agency Property") at its sole cost and expense; and
10. By Resolution 2022-01-01 dated 1/10/22, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "C"**.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached Exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. ACCESS

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

4. TERM

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

5. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

6. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

7. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

8. PROJECT MANAGEMENT

A. The Department shall manage the Project for the design and construction of the Improvements and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvements, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvements, acquisition of right-of-way, construction of the Improvements, and any other activities to facilitate satisfactory completion of the Improvements. The Department shall commence construction of the Improvements at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvements.

9. UTILITIES

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Department to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

10. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall operate, maintain, and repair the Improvements on the Agency Property at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvements on the Agency Property. Should the Agency fail to operate, maintain, and repair the Improvements in accordance with the terms and provisions of this Agreement and applicable Governmental

Law, and the Department be required to perform such operation, maintenance, or repair pursuant to 23 CFR 1.27 and under the authority of *Title 23, Section 116, U.S. Code*, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

11. FEDERAL NON-PARTICIPATION/FUNDING

A. The parties agree that any Improvements constructed on the Property will be compensable by the Department only if such items are deemed to be federal participating as determined in accordance with the Federal Aid Policy Guide 23, CFR Section 635.120 ("CFR"). Examples of non-participating items may include, without limitation, the following: fishing piers; premium costs due to design or CEI errors/omissions; material or equipment called for in the plans but not used in construction of the Improvements.

B. The example items listed in paragraph A, above, are not intended to be an exhaustive list. A determination of an item as a federal non-participating cost, shall be made in the Department's sole discretion and, without limitation, in accordance with the CFR. Any item or Improvements deemed to be a federal non-participating item shall be funded at the sole expense of the Agency.

a. Should the Department identify a federal non-participating item, the Agency shall provide a deposit for the amount of the federal non-participating item to the Department within fourteen (14) calendar days of the Department's determination and notification of the same to the Agency.

b. The Department shall notify the Agency as soon as it is determined that a non-participating federal item exists; however, failure of the Department to so notify the Agency shall not relieve the Agency of its obligation to pay for the entire amount of all federal non-participating costs accrued during the construction of the Improvements and upon final accounting.

c. In the event the Agency cannot provide the deposit within fourteen (14) calendar days, a letter, prior to expiration of that time, must be submitted to and approved by the Department's contract manager establishing a mutually agreeable date of deposit.

d. The Agency understands the extension of time, if so approved, may delay construction of the Improvements, and additional federal non-participating costs may be incurred due to the delay.

C. The Department intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The Department considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All federal non-participating fund cost records and accounts shall be subject to audit by a representative of the Agency for a period of three (3) years after final close out of the Project. The Agency will be notified of the final federal non-participating costs of the Project. Both parties agree that in the event the final accounting of total federal non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the Department to the Agency. If the final accounting is not performed within three hundred and sixty (360) days, the Agency is not relieved of its obligation to pay. In the event the final accounting of total federal non-participating costs is greater than the total deposits to date, the Agency will pay the additional amount within forty (40) calendar days of the date of the invoice from the Department.

D. The payment of funds pursuant to this Agreement provision will be made directly to the Department for deposit.

12. WARRANTIES

After completion of construction of the Improvements and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvements to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

13. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

14. PAYMENT

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

15. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

16. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections; or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Florida Statutes, as the same may be amended from time to time.

17. NOTICE

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attention: Janet Turner Jones - Perry Maintenance Engineer
657 Plantation Road
Perry, FL 32348

Agency: Lafayette County
Attention: Steve Land - Lafayette County Clerk of Court
201 East Green Street
Perry, FL 32347

18. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

19. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

20. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

21. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

22. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

23. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

24. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

25. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

26. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

27. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

28. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

29. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

30. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

31. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

32. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

33. MODIFICATION OF AGREEMENT

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

34. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvements is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

35. PUBLIC RECORDS

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

B. 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, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency 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.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2
386-758-3727
D2prcustodian@ dot.state.fl.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

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SIGNATURE ON FOLLOWING PAGE

Financial Project Id. No.: 447040-1-52-01
Federal Id. No.: ACNR
Project Description: Resurfacing SR 20 from Taylor County Line to Buckville
Off System Department Construct Agency Maintain

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of thirteen (13) pages.

Florida Department of Transportation

DocuSigned by:
By: Greg Evans
8A93B2A03EC34AA...
Printed Name: Greg Evans
Title: District Two Secretary
Date: 1/27/2022 | 4:55 PM EST

Attest:
DocuSigned by:
By: Elizabeth Engle
F8E740BE5218496...
Printed Name: Elizabeth Engle
Title: Office of the District Two Secretary
Date: 1/27/2022 | 5:09 PM EST

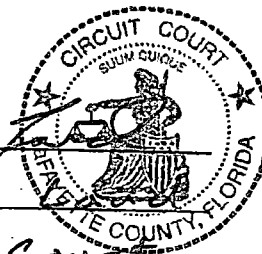
Legal Review:

DocuSigned by:
By: Angela Hensel
Office of the General Counsel
Florida Department of Transportation

Lafayette County

By: [Signature]
Printed Name: Anthony Adams
Title: Chairman - BCC
Date: 1/10/22

Attest:
By: [Signature]
Printed Name: Steve [Signature]
Title: Clerk of Court
Date: 1/10/22



Legal Review:

By: [Signature]
Legal Counsel for Agency

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EXHIBIT "A"
Composite A-1

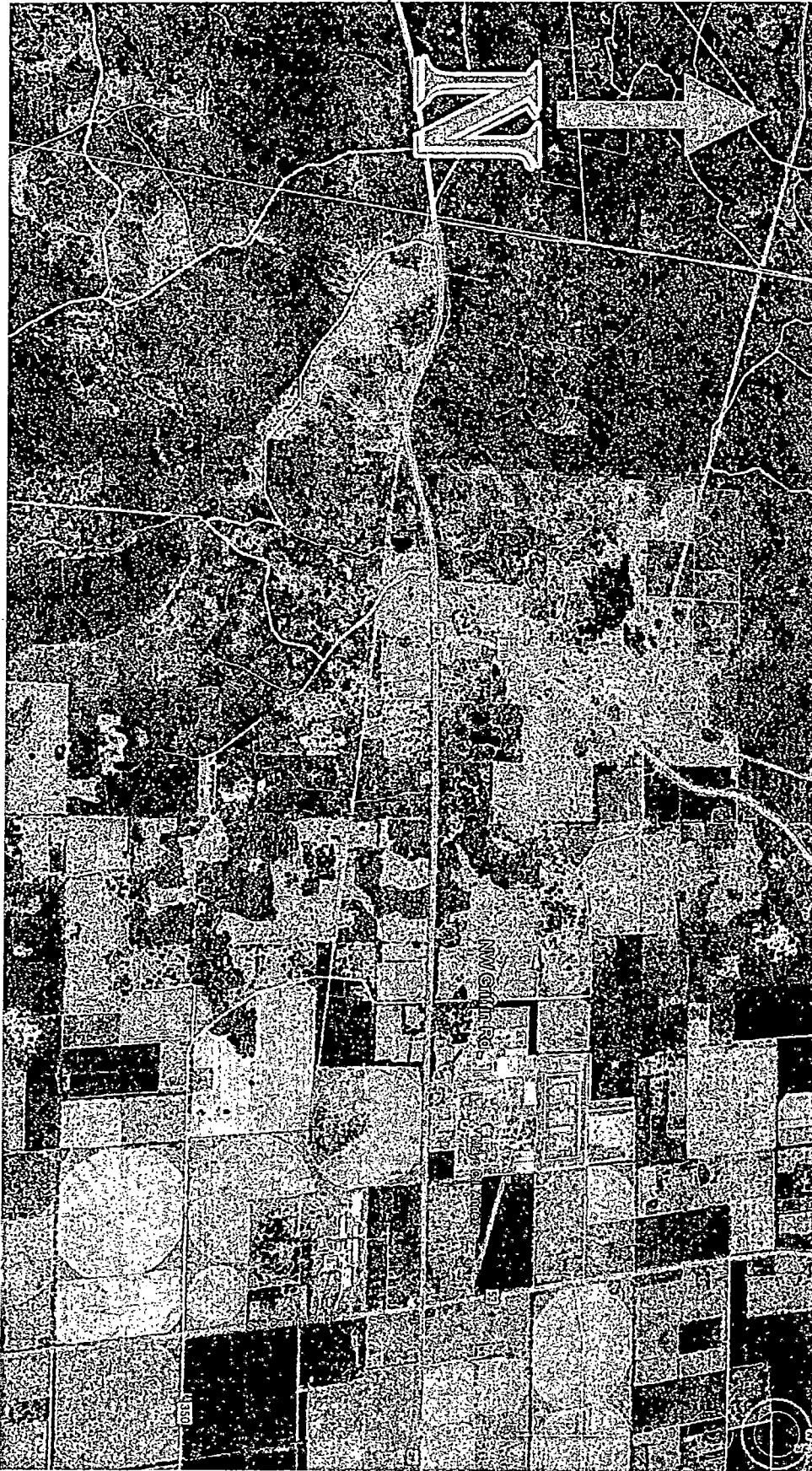
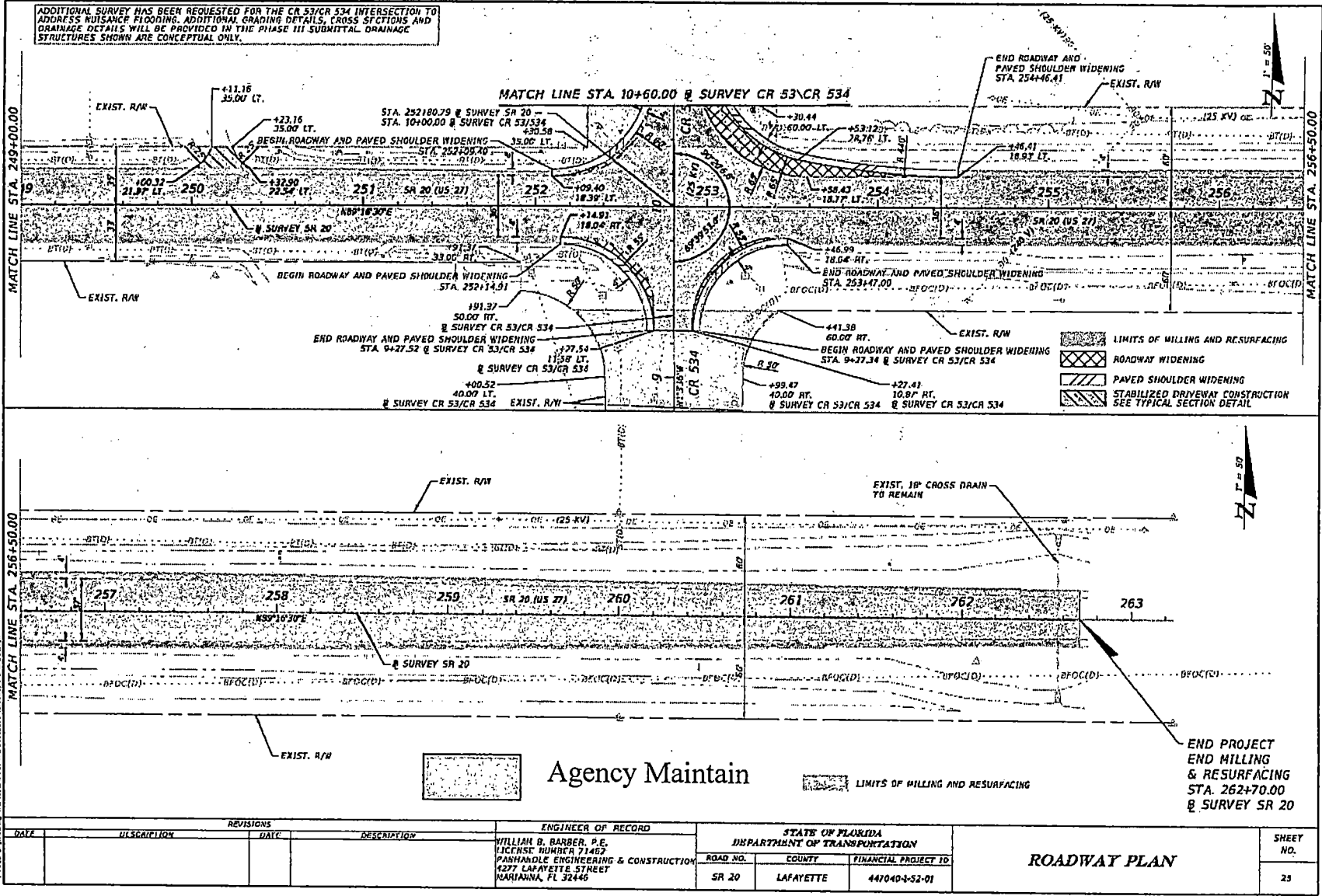


EXHIBIT "B" Cont'd
Composite B-2



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY STORED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

LAFAYETTE COUNTY, FLORIDA

RESOLUTION NO. 2022-01-02

A Resolution of the Lafayette County Board of County Commissioners revising the language to the 2020 - 2023 SHIP Local Housing Assistance Plan.

WHEREAS, it is in the best interest of the citizens of Lafayette County, Florida to modify the language in the SHIP Local Housing Assistance Plan as follows:

WHEREAS, it is necessary to increase the mortgage maximum as currently stated in the Local Housing Assistance Plan, **Section I, Program Details, Section X General Provisions, Item #8 Mortgage Maximums**, from \$180,000 to \$225,000.

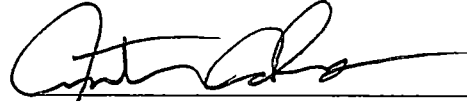
WHEREAS, it is necessary to increase the SHIP award amounts as currently stated in the Local Housing Assistance Plan, **Section II, LHAP Strategies, PURCHASE ASSISTANCE WITH REHAB, and PURCHASE ASSISTANCE WITHOUT REHAB** as follows: "Maximum award: \$35,000 for Very Low; \$30,000 for Low; and \$25,000 for Moderate."

WHEREAS, it is necessary to amend the language in the Local Housing Assistance Plan, **Section II, LHAP Strategies, PURCHASE ASSISTANCE WITH REHAB, PURCHASE ASSISTANCE WITHOUT REHAB, OWNER OCCUPIED REHAB, and DEMOLITION/RECONSTRUCTION, item d. Terms, sub-item 6. Default** as follows: "If, within the period of ten (10) years immediately following the date of the SHIP Lien Agreement, the property shall be sold, transferred or otherwise disposed of, or if the Owner shall die, Owner, Owner's estate, or the person or persons acquiring any title or interest in the property shall pay to the County that percent of said financial assistance provided to Owner under the SHIP program to be determined as set forth in the SHIP Lien Agreement. If the home is foreclosed on by a superior mortgage holder the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture."

WHEREAS, it is necessary to increase the SHIP award amount as currently stated in the Local Housing Assistance Plan, **Section II, LHAP Strategies, EMERGENCY REPAIR** as follows: "Maximum award: \$10,000."

NOW, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSION OF LAFAYETTE COUNTY, FLORIDA THAT the above stated language is hereby amended in the 2020 - 2023 SHIP Local Housing Assistance Plan.

Passed and adopted this 10th day of January, 2022.

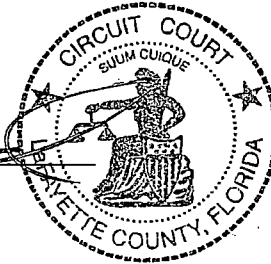


Anthony Adams
Chairman, Board of County Commissioners
Lafayette County, Florida

ATTEST:



Steve Land, Clerk of Court
Lafayette County, Florida



**INTERLOCAL AGREEMENT BETWEEN LAFAYETTE COUNTY AND TOWN OF
MAYO FOR LAND DEVELOPMENT ADMINISTRATOR, BUILDING
OFFICIAL/INSPECTOR, CODE ENFORCEMENT, AND FLOOD PLAIN
ADMINISTRATOR**

THIS AGREEMENT is made and entered into this 10th day of January, 2022, by and between Lafayette County, a political subdivision of the State of Florida, hereinafter referred to as "Lafayette County" and the TOWN OF MAYO, hereinafter referred to as "TOWN OF MAYO," both hereinafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Lafayette County employs an LDR Administrator, Building Official/Inspector, Floodplain Administrator and Code Enforcement Officer whose duties include, but are not limited to all duties described in the LAFAYETTE COUNTY Land Development Regulations and the TOWN of MAYO Land Development Regulations; and

WHEREAS, the Parties desire to enter an agreement for Lafayette County to provide these services to the TOWN OF MAYO as described in the TOWN OF MAYO Land Development Regulations.

IT IS THEREFORE agreed by and between the Parties as follows:

1. OBLIGATIONS OF THE TOWN.

The Town shall formally designate the County's Building Official as the Town's Building Inspector; Flood Plain Manager, and Code Enforcement Officer with all authority provided by the Land Development Regulations of the Town. The Town shall support the designated Building Inspector in the enforcement of the Town's Land Development Code and Regulations.

Any services provided by the County Building Official in such capacity shall be requested in writing from the Town.

2. OBLIGATIONS OF THE COUNTY.

The County, by execution of this agreement, authorizes the County Building Official to perform the following duties for the Town: Building Inspector; Flood Plain Manager (as described in the Town Land Development Regulations) and provide Code Enforcement. The County Building Official shall attend all Town Council meetings to provide information to the Council as to duties performed and additionally to take direction from the Council. The Town Clerk, as the Council's designee, may also request assistance as needed in order to effectuate the duties delegated herein.

Additionally, by execution of this agreement, the County permits the Town's designated Building Inspector to perform daily duties necessary to fulfill the intentions of this agreement.

- 3. This agreement shall continue from date of execution and continue until cancelled by either of the Parties. Either party may cancel the agreement with thirty (30) days written notice to the other party.
- 4. The fee structure for such services shall be as follows:
 - a. All permit fees will remain with the Lafayette County Building Department.
 - b. The Town of Mayo will pay a monthly fee of \$1,289.58 to the Lafayette County Board of Commissioners.
- 5. The above rates and terms will be revisited on an annual basis. Any changes shall be agreed to by the parties and in writing.
- 6. For notification purposes, the following addresses shall be used.

LAFAYETTE COUNTY
 P.O. Box 88
 Mayo, Florida 32066

TOWN OF MAYO
 P.O. Box 56
 Mayo, Florida 32066

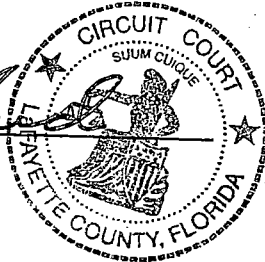
IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed and effectuated on the day and year written above.

LAFAYETTE COUNTY BOARD OF COMMISSIONERS

By: [Signature]
 Anthony Adams, Chairman

ATTEST:

[Signature]
 Steve Land, Clerk



TOWN OF MAYO

By: [Signature]
 Ann Murphy, Mayor

ATTEST:

[Signature]
 Janet Putnel, Clerk

INTERLOCAL AGREEMENT BETWEEN LAFAYETTE COUNTY AND DIXIE COUNTY FOR BUILDING OFFICIAL SERVICES

BOOK 45 PAGE 185

THIS AGREEMENT, made and entered into this 10 day of Jan, 2022 by and between Lafayette County, a political subdivision of the State of Florida, by and through the Board of County Commissioners, hereinafter referred to as "Lafayette County", and Dixie County, a political subdivision of the State of Florida, by and through the Board of Commissioners, hereinafter referred to as "Dixie County", hereinafter collectively referred to as the "Parties".

WITNESSETH:

Whereas, the Parties employ a Building Official and Inspectors whose duties include, but not limited to, planning, examination, and inspection of buildings, building sites and building construction pursuant to ordinances of the Parties, including the Lafayette County, Dixie County, and the laws of the State of Florida, Flood Plain Management will be the responsibility of Lafayette County not Dixie County and

Whereas, the Parties desire to enter an agreement for Dixie County to provide building official services during the event of incapacity, absence, or unavailability of Lafayette County Building Officials and/or Building Inspectors, and

Whereas, Dixie County is willing to assist in such inspections whenever such assistance can be provided on a basis by its Building Officials without impairing the operation of the Dixie County Building Department.

IT IS THEREFORE agreed by and between the Parties as follows:

1. Lafayette County may from time to time request building inspection services by the Dixie County Building Department. Such requests shall be made to the Building Official. If authorized by the Building Official, building inspection services rendered shall be as an agent of Lafayette County as the entity requesting the service.
2. This Agreement shall continue from the date of execution hereof, and from time to time, until cancelled by either of the Parties. Either party may cancel the Agreement by seven - (7) days written notice to the other party.
3. Lafayette County hereby designates the Dixie County Building Official as its own temporary Building Official. Any inspections rendered by a Dixie County employee, at the request of the Lafayette County, shall be made by said employee as an agent of the party requesting the service. Any liability for his/her acts or omissions to act in carrying out inspection services for the entity shall be borne by the entity requesting service.
4. A fee for such a service as agreed between the Parties is as follows:
 - a. Basic Fee per hour- \$40.00; and
 - b. Mileage, at a rate of .40 per mile.
 The above rates may be revisited on an annual basis for the duration of the contract and any agreed changes thereto shall be noted by appropriate addendum.
5. This Agreement shall be effective the day and year first above written.

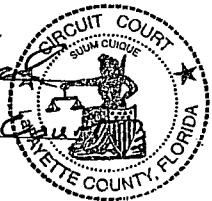
IN WITNESS WHEREOF, the Parties hereto have caused this Interlocal Agreement to be executed for the purpose therein expressed on the day and year first above-written.

ATTEST:

LAFAYETTE COUNTY BOARD OF COMMISSIONERS

Steve [Signature]
 Title: Clerk of Court

[Signature]
 By: Anthony Adams
 Its: Chair

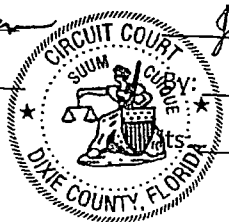


ATTEST:

DIXIE COUNTY BOARD OF COMMISSIONERS

Barbara Higginbotham
 Title: Clerk of Court

Jamie Storey
 Its: Chairman



Check History Report
Sorted By Check Number
Activity From: 1/10/2022 to 1/10/2022

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
064059	1/10/2022	AHLIC	American Heritage Life Insurance Company	156.51	Auto
064060	1/10/2022	AOFI	A One Fire Equipment Inc.	2,777.50	Auto
064061	1/10/2022	APLO	Ag-Pro Live Oak	80.21	Auto
064062	1/10/2022	APS	Alachua Pest Services, LLC	1,245.99	Auto
064063	1/10/2022	BTM	Bound Tree Medical, LLC.	777.07	Auto
064064	1/10/2022	DE	Duke Energy	4,531.57	Auto
064065	1/10/2022	DISH	Dish Network	145.72	Auto
064066	1/10/2022	DMINC	Denali Materials, Inc.	1,666.00	Auto
064067	1/10/2022	EWL	EnviroWaste LLC	1,600.00	Auto
064068	1/10/2022	FCPA	FCPA	600.00	Auto
064069	1/10/2022	HASI	Hamlin Auto Supply, Inc	510.52	Auto
064070	1/10/2022	JJG	J & J Gas	917.51	Auto
064071	1/10/2022	LCHD	Lafayette County Health Dept.	6,250.00	Auto
064072	1/10/2022	MAP	Mayo Auto Parts	1,714.27	Auto
064073	1/10/2022	MOS	McCrimon's Office Supply	93.96	Auto
064074	1/10/2022	MT	Mayo Thriftway	296.54	Auto
064075	1/10/2022	MTG	Matheson Tri-Gas Inc.	867.59	Auto
064076	1/10/2022	NFEDP	North FL Economic Dev Partners	869.00	Auto
064077	1/10/2022	QC	Quill Corporation	51.98	Auto
064078	1/10/2022	QM	Quadmed, Inc.	54.75	Auto
064079	1/10/2022	RBN	Riverbend News C & E Inc.	100.28	Auto
064080	1/10/2022	SCM	Southern Correctional Medicine	74.99	Auto
064081	1/10/2022	SVE	Suwannee Valley Electric	32.10	Auto
064082	1/10/2022	TOM	Town of Mayo	609.29	Auto
064083	1/10/2022	WRW	W R Williams Distributors	9,380.46	Auto
064084	1/10/2022	AAAPORT	AAA Porta Serve	85.00	Auto
064085	1/10/2022	EEI	Emergency Educational Training Inst.	75.00	Auto
064086	1/10/2022	FMIT	Florida Municipal Insurance Tr	29,753.75	Auto
064087	1/10/2022	JPB	Nature Coast Services, LLC	600.00	Auto
064088	1/10/2022	LCCC	Lafayette County Clerk of Cour	20,349.58	Auto
064089	1/10/2022	LCPA	Lafayette County Property App.	25,112.00	Auto
064090	1/10/2022	LCSC	Lafayette County Sheriff	75,000.00	Auto
064091	1/10/2022	LCSE	Lafayette County Sup of Electi	21,674.42	Auto
064092	1/10/2022	LCSE9	Lafayette County Sheriff	25,000.00	Auto
064093	1/10/2022	LCSLE	Lafayette County Sheriff	85,000.00	Auto
064094	1/10/2022	LCSRO	Lafayette County Sheriff	15,833.33	Auto
064095	1/10/2022	LCTC	Lafayette County Tax Collector	28,432.25	Auto
064096	1/10/2022	LN	Liberty National Life Insuranc	1,185.13	Auto
064097	1/10/2022	ME	Mowrey Elevator Co of FL	262.84	Auto
064098	1/10/2022	ODCG	Overhead Door Company of Gaine	110.00	Auto
064099	1/10/2022	PD	Public Defender Occupancy Acco	377.50	Auto
064100	1/10/2022	PDIT	Public Defender I.T.	329.17	Auto
064101	1/10/2022	SA	John Durrett	1,670.59	Auto
064102	1/10/2022	SAIT	John Durrett	1,016.47	Auto
064103	1/10/2022	SUNLIFE	Sun Life Financial	373.95	Auto
064104	1/10/2022	AASW	Aucilla Area Solid Waste Admin	6,993.00	Auto
064105	1/10/2022	W	Windstream	526.08	Auto
064106	1/10/2022	AFLAC	AFLAC	1,737.06	Auto
064107	1/10/2022	BR	Blue Rok, Inc.	469.50	Auto
064108	1/10/2022	MOS	McCrimon's Office Supply	34.00	Auto
064109	1/10/2022	SREC	Suwannee River Economic Council	7,328.00	Auto
064110	1/10/2022	SSC	Security Safe Company, Inc.	40.00	Auto

Bank A Total: 384,772.43

Report Total: 384,772.43

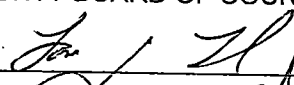
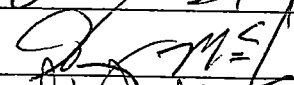
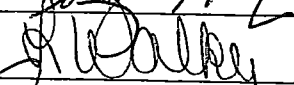
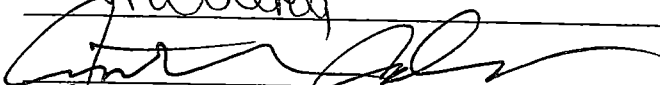
BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.

FROM THE FIRST FEDERAL BANK, ON JANUARY 10, 2022.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
Windstream	Communications	526-410	_____	\$ 407.70
AT&T	Communications	526-410	_____	\$ 125.00
Windstream	Communications	526-410	_____	\$ 258.39
TOTAL				\$ 791.09

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 10TH DAY OF JANUARY, 2022.





 Ernest R. Jones

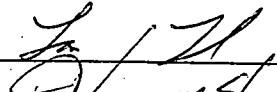

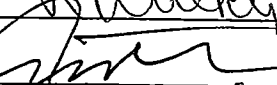
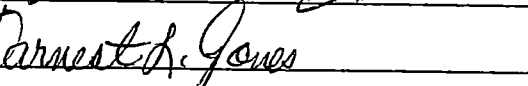

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE COURTHOUSE RENOVATION/CONSTRUCTION FUND.

FROM THE FIRST FEDERAL SAVINGS BANK, ON JANUARY 10, 2022.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
Gray Construction Inc.	Construction	519-640		\$ 122,094.00
Envirowaste	Construction	519-640		\$ 950.00
TOTAL				\$ 123,044.00

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 10TH DAY OF JANUARY, 2022.

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE SPECIAL ACCOUNT GRANTS FUND

FROM THE LAFAYETTE COUNTY STATE BANK, ON JANUARY 10, 2022.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
Gray Construction	Construction	526-620		\$ 99,940.37
Envirowaste	Construction	526-620		\$ 100.00
TOTAL				\$ 100,040.37

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 10TH DAY OF JANUARY, 2022.

