

The Lafayette County Commission met on the above date and hour for a regular scheduled meeting. The meeting was held in the County Commissioner's Meeting Room in Mayo, Florida. The following members were present: Commissioner Lance Lamb, Dist. 1; Commissioner Donnie Hamlin, Dist. 3; Commissioner T. Jack Byrd, Dist. 4; and Commissioner Earnest L. Jones, Dist. 5.

APPROVE THE MINUTES

On a motion by Mr. Hamlin and a second by Mr. Jones, the Board voted unanimously to approve the minutes.

EMERGENCY MANAGEMENT INTERLOCAL AGREEMENT

The Board discussed an Interlocal Agreement for Emergency Management between the Board and the Sheriff. On a motion by Mr. Hamlin and a second by Mr. Byrd, the Board voted unanimously to approve the Agreement.

CDBG GRANT PROGRAM APPLICATION

On a motion by Mr. Hamlin and a second by Mr. Byrd, the Board voted unanimously to advertise for grant writer services on the CDBG Grant Program.

OPEN SEALED BIDS FOR SURPLUS PROPERTY

One sealed bid was turned in for the surplus property that was advertised. The bid was from Leslie Eason for the 61" 25HP mower in the amount of \$100.00. On a motion by Mr. Byrd and a second by Mr. Jones, the Board voted unanimously to award the mower to Ms. Eason. The remainder of the advertised surplus equipment will be sold as scrap metal.

APPROVE THE BILLS

On a motion by Mr. Jones and a second by Mr. Hamlin, the Board voted unanimously to approve the following bills:

General Fund - \$126,124.07
Emergency 911 Fund - \$49,004.32
Industrial Park Fund - \$471.25

LANTANA ROAD PROJECT

On a motion by Mr. Jones and a second by Mr. Byrd, the Board voted unanimously to approve a River Cost Share Agreement for Lantana Road with the Suwannee River Water Management District pending Mrs. McMillan-Fredriksson and Mr. Sadler's approval.

JULY 4th FIREWORKS STORAGE

On a motion by Mr. Jones and a second by Mr. Byrd, the Board voted unanimously to approve the storage of the July 4th Fireworks.

FINANCING FOR GARBAGE TRUCK

On a motion by Mr. Jones and a second by Mr. Byrd, the Board voted unanimously to approve the execution of the financing documents for the new garbage truck and authorize Mr. Lance Lamb to sign them.

DECLARE AS SURPLUS PROPERTY

On a motion by Mr. Byrd and a second by Mr. Hamlin, the Board voted unanimously to declare the old fire truck in Daytown as surplus property.

EMS GRANT

On a motion by Mr. Hamlin and a second by Mr. Byrd, the Board voted unanimously to move forward with the EMS Grant as presented by Trevor Hicks.

SPECIAL ASSESSMENT ORDINANCE

On a motion by Mr. Hamlin and a second by Mr. Byrd, the Board voted unanimously to advertise a draft of the Special Assessment Ordinance Amendments.


ADJOURN

On a motion by Mr. Byrd and a second by Mr. Jones, the Board voted unanimously to adjourn.

Attest:




Ricky Lyons, Clerk



Lance Lamb, Chairman

Approved this 8th day of July, 2013.

EMERGENCY MANAGEMENT INTERLOCAL AGREEMENT

THIS AGREEMENT, is made by and between Lafayette County, a political subdivision of the State of Florida, located at 120 W. Main St. Mayo, Florida (hereinafter referred to as the COUNTY), and Brian Lamb, as Sheriff of Lafayette County, Florida, a County Constitutional Officer of the State of Florida, a/k/a the Lafayette County Sheriff's Office, located at 231 Monroe Ave., Mayo, Florida (hereinafter referred to as the SHERIFF);

WHEREAS, the COUNTY desires to transfer and SHERIFF agrees to accept the job functions and equipment of the Lafayette County Division of Emergency Management;

NOW THEREFORE, for and in consideration of the mutual terms, covenants, and conditions herein contained to be complied with by the COUNTY and the SHERIFF, both parties hereto contract and agree as follows:

1. The COUNTY agrees to delegate and the SHERIFF agrees to accept the responsibilities and requirements for the job functions and equipment of the Lafayette County Division of Emergency Management. Such functions shall include, but not be limited to, emergency preparedness and other such related functions as may be agreed to by the COUNTY and the SHERIFF;
2. The COUNTY and the SHERIFF agree that the Lafayette County Division of Emergency Management shall operate under the direction of the SHERIFF consistent with Chapter 252, Florida Statutes.
3. The COUNTY and the SHERIFF agree that the Director of the Lafayette County Division of Emergency Management shall be appointed in accordance with Chapter 252, Florida Statutes,
4. The COUNTY and the SHERIFF agree that the Director of Lafayette County Division of Emergency Management shall report to the SHERIFF for normal operation. However, the Director will report directly to the COUNTY in time of an emergency or a disaster declared under Chapter 252, Florida Statutes.
5. The COUNTY and the SHERIFF agree that all employees of the Lafayette County Division of Emergency Management shall be employees of the SHERIFF and be subject to the SHERIFF'S personnel rules and regulations therein, except that those employees who are working for the COUNTY at the time this Agreement is executed shall be allowed to continue COUNTY benefits, to be paid by the SHERIFF, and as agreed by the SHERIFF, and as agreed to by the employee and the SHERIFF;
6. The COUNTY and the SHERIFF agree that the SHERIFF shall assume responsibility as Fiscal Agent for all operating costs associated with the Lafayette County Division of Emergency Management;

7. The COUNTY and the SHERIFF agree that the SHERIFF shall be responsible for all financial responsibilities pertaining to emergency management and is delegated the authority to sign all agreements, contracts and grants received from local, state and federal entities. The Sheriff is responsible for the submission of all grant documentation and related reimbursement expenses to the State of Florida and/ or to the appropriate Federal Agencies in accordance with applicable statutes, rules and regulations;
8. The COUNTY and the SHERIFF agree that this Agreement may be terminated by either party upon sixty (60) days written notice to the other party.
9. The COUNTY and the SHERIFF agree that this Agreement shall commence on July 1, 2013, and shall run in perpetuity unless terminated in accordance with #8 above.
10. The COUNTY and the SHERIFF agree that this Agreement shall survive political elections regardless of the makeup of the COUNTY and the SHERIFF;
11. Any notices required under this Agreement shall be to the COUNTY, c/o The Board of County Commissioners, PO Box 88 Mayo, Florida 32066 and to the SHERIFF, Brian Lamb, Lafayette County Sheriff's Office, P.O. Box 227 Mayo, Florida 32066
12. The COUNTY and the SHERIFF agree that to the extent allowed by the Constitution and the laws of the State of Florida, and pursuant to the restrictions and requirements of Florida Statutes, Section 768.28, the COUNTY hereby agrees to indemnify, defend, save, and hold harmless the SHERIFF from all claims, demands, liabilities, and suits arising out of, because of or due to any negligent act of the COUNTY, its agents, or employees arising out of this Emergency Management Interlocal Agreement. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the SHERIFF for his negligence or breach of contract, or that of his agents or employees. That to the extent allowed by the Constitution and the laws of the State of Florida, and pursuant to the restrictions and requirements of Florida Statutes, Section 768.28, the SHERIFF liabilities, and suits arising out of this Emergency Management Interlocal Agreement. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the COUNTY for its negligence or breach of contract, or that of its agents or employees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and have caused this EMERGENCY MANAGEMENT AGREEMENT to be executed, effective this 24 day of JUNE, 2013 at Mayo, Lafayette County, Florida.

Lafayette County, Florida

Lafayette County Sheriff's Office

By: *Lance Lamb*
Lance Lamb, Chairman
Lafayette County Board of
County Commissioners

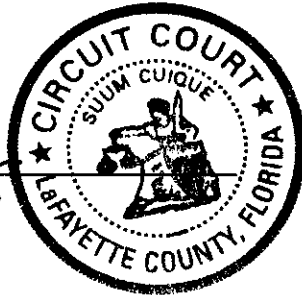
By: *Brian N. Lamb*
Brian N. Lamb
Sheriff

Date 6-24-13

Date: 06/24/13

ATTEST:

By: *Ricky Lyons*
Ricky Lyons
Clerk



Ricky Lyons

From: Leenette W. McMillan [McMillanLaw@windstream.net]
Sent: Thursday, June 20, 2013 5:08 PM
To: rickylyons@lafayetteclerk.com
Subject: Public Employees and Personnel Records

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Ricky,

I prefer that individual employees (by name) not be discussed in an open meeting. Of course, if the employee is at the meeting and agrees, then he/she can be discussed. With regard to personnel records and any punishment, those records are public records. Those records should be kept separate from patient records and in the personnel file of the employee.

If an individual/citizen attends a meeting and wants to talk about a specific employee in the meeting without the employee there, that is prohibited. If the same individual would like to meet with a supervisor and the employee and go over the punishment/suspension that was administered, then that is required because that action by the county is public record.

Let me know if you have any questions.

Leenette

Leenette W. McMillan-Fredriksson
McMillan Law Office, P.A.
Post Office Box 1388
Mayo, Florida 32066
386-294-1688 (phone)
386-294-1689 (fax)

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MAYO FREE PRESS
Published Weekly
Post Office Box 148- Phone 935-4440
Branford, Lafayette County, Florida 32008

STATE OF FLORIDA
COUNTY OF LAFAYETTE:

Before the undersigned authority personally appeared

LOUISE SHEDDAN

who on oath says that she is
Legal Secretary

of The Mayo Free Press, a weekly newspaper
published in Mayo in Lafayette County, Florida;
that the attached copy of advertisement, being a

PUBLIC NOTICE

in the matter of

LCBCC: SEALED BIDS FOR SURPLUS PROPERTY

was published in said newspaper in the issues of

JUNE 6, & 13, 2013

Affiant further says that the said, The Mayo Free Press is a newspaper published at Mayo in said Lafayette County, Florida, and that the said newspaper has heretofore been continuously published in said Lafayette County, Florida, each week and has been entered as second class mail matter at the post office in Mayo, in said Lafayette County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he 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 said newspaper.

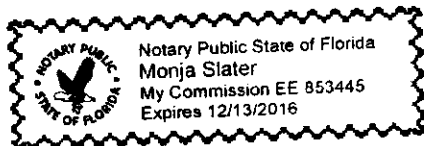
Louise Shedd

Sworn to and subscribed before me this 13th day of June, 2013.

Monja Slater
(SEAL) Notary Public

Personally known X or produced identification _____

Type of identification produced _____



PUBLIC NOTICE

The Lafayette County Commission will accept sealed bids for the surplus property listed below. The equipment can be viewed at the Public Works Department. For more information, contact Scott Sadler at (904) 266-2796. All bids should be turned in to the Lafayette County Clerk's Office at the County Courthouse, P.O. Box 98, Mayo, Florida 32058. The deadline for turning in bids is Friday, June 14, 2013 at 12:00 p.m. All bids should be sealed and marked accordingly.

The Lafayette County Commission reserves the right to reject any and all bids, to waive formalities, to re-advertise and award the bid in the best interest of Lafayette County, Florida and to accept the highest and best bid.

Lawn Mowers:
Sweeper Zero Turn 61" 20HP
Serial Number 41117404
Model Number NZM25611KW

Sweeper Zero Turn 48" 18HP
Serial Number 01725025
Model Number HZS184528VE

Trucks:
1999 F250 Tag #800000
VIN #1FTHF2B15LNA612368
Minimum Bid-\$800.00

1998 GMC Tag #800000
VIN #1GTQC14H1612536301
Minimum Bid-\$800.00

1998 Ford Ranger Tag #70427
VIN #Not Legible
Minimum Bid-\$360.00

By Order Of:
Louise Shedd
Louise Shedd, Chairman
Lafayette County Commission
06/06, 13



LAFAYETTE COUNTY
Board of County Commissioners



P.O. BOX 88 • MAYO, FL 32066
(386) 294-1600
FAX (386) 294-4231

Lance Lamb – Dist. 1
Gail F. Garrard – Dist. 2
Donnie Hamlin – Dist. 3

Tweed Jack Byrd – Dist. 4
Earnest Jones – Dist. 5

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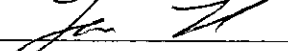
Skylighters of Florida, LLC
P.O. Box 6463
Ocala, FL 34478

RE: Fireworks Purchase

We, Lafayette County Commissioners, being a “state or its political subdivision” as defined in Title 27 CFR Part 55 Commerce in Explosives, Subpart H 55.141 Exemptions (3) are exempt from the above cited federal explosive law and regulation regarding explosive permits.

Let this letter serve as our intent to purchase fireworks (1.3G UN-0335 PGII) for use in our public display on Thursday, July 4, 2013 at 9:00 p.m. with our personnel conducting the display. Let this letter also serve as our Permit allowing us to purchase said fireworks.

We, Lafayette County Commissioners, understand as always, we will be responsible for the safe storage, transportation and use of the fireworks until their use.

Signed: 
Lance Lamb, Chairman

Date: 6/24/13

RESOLUTION

A RESOLUTION AUTHORIZING THE BORROWING OF MONEY FOR THE PURCHASE OF A GARBAGE TRUCK BY LAFAYETTE COUNTY, AUTHORIZING THE PLEDGE OF LAFAYETTE COUNTY'S LOCAL GOVERNMENT HALF-CENT SALES TAX REVENUES TO SECURE PAYMENT THEREOF, DESIGNATING THE LOAN TO QUALIFY FOR TAX-EXEMPT STATUS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lafayette County (hereinafter referred to as the "County") has previously approved the expenditure of ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 (\$175,000.00) DOLLARS for the purchase of a garbage truck, as a capital expenditure item; and

WHEREAS, it would be advantageous for the County to borrow the funds necessary to pay for the purchase of this garbage truck, and repay those funds over a period of time; and

WHEREAS, the County is authorized by law to pledge the County's local government half-cent sales tax revenues for payment of principal and interest on such capital expenditure; and

WHEREAS, the County has followed all applicable rules and regulations in selecting a lender, and has chosen Lafayette State Bank as the lender.

NOW THEREFORE, be it resolved by Lafayette County, a political subdivision of the State of Florida, as follows:

Section 1. Lafayette County is authorized to borrow the principal sum of ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 (\$175,000.00) DOLLARS, from the Lafayette State Bank (hereinafter referred to as the "Bank"), for a period of three (3) years, with an interest rate of one and sixty-five one-hundredths percent (1.65%) per annum, for the financing of the above stated capital expenditure. Provided, however, that in the event the interest received by the Bank must be treated as taxable income for federal or state income tax purposes, said interest rate may be increased to an interest rate sufficient to provide the Bank the same rate of return after taxes as

would be earned by the interest rate of one and sixty-five one-hundredths percent (1.65%) per annum when no federal or state income tax is due and owing on said interest. And provided further that this debt shall not constitute a general obligation of Lafayette County and the faith and credit of Lafayette County shall not be pledged for repayment of the same. Repayment of this obligation shall be solely from the County's local government half-cent sales tax revenues.

Section 2. The County's local government half-cent sales tax revenues may be pledged as collateral for repayment of said obligation.

Section 3. The Promissory Note and Lien Agreement as attached to this Resolution is hereby approved, and the Chairman is authorized to execute said document together with any further documents necessary to effect this transaction on behalf of the Board of County Commissioners of Lafayette County, Florida.

Section 4. Lafayette County desires to qualify the above referenced Promissory Note and Lien Agreement for the small governmental units exception to the arbitrage rebate requirements imposed by Section 148(f) of the IRS Code upon tax-exempt obligations such as the said Promissory Note and Lien Agreement, which is issued after September 1, 1986; and the Board of County Commissioners does hereby find and determine that Lafayette County is a governmental unit with general taxing powers, that the said Promissory Note and Lien Agreement is not private activity bonds as defined in Section 141 of the IRS Code, that at least 95 percent of the net proceeds of the said Promissory Note and Lien Agreement, (i.e. the proceeds of the said Promissory Note and Lien Agreement reduced by amounts in a reasonably required reserve or replacement fund, if any) will be used for local governmental activities of Lafayette County, and that the aggregate face amount of all tax-exempt obligations (other than private activity bonds as defined in Section 141

of the IRS Code), including the above said Promissory Note and Lien Agreement, issued by or on behalf of Lafayette County (and all subordinated entities thereof) during the 2013 calendar year is not reasonably expected to exceed \$5,000,000.00).

Section 5. Lafayette County desires to qualify the above referenced Promissory Note and Lien Agreement for the exception contained in Section 265(b) (3) of the IRS Code to the provisions contained in Section 265 (b) of the IRS Code which deny financial institutions any deduction for interest expense allocable to tax-exempt obligations acquired after August 7, 1986, and to designate the said Promissory Note and Lien Agreement for the purpose of qualifying for such exception; and the Board of County Commissioners does hereby find and determine that the aggregate face amount of all qualified tax-exempt obligations (excluding private activity bonds, as defined in Section 141 of the IRS Code, other than qualified 501(c) (3) bonds, as defined in Section 145 of the IRS Code), including the above said Promissory Note and Lien Agreement issued by or on behalf of Lafayette County, (and all subordinate entities thereof), during the 2013 calendar year is not expected to exceed \$10,000,000.00, and that as of the date hereof, no tax-exempt obligations issued or authorized to be issued by or on behalf of Lafayette County, (and all subordinate entities thereof), other than the above said Promissory Note and Lien Agreement, have been designated by Lafayette County for the purpose of qualifying for such exemption.

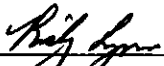
Section 6. For purposes of qualifying the above referenced Promissory Note and Lien Agreement as referenced above, for the exception contained in Section 265 (b) (3) of the IRS Code to the provisions of Section 265 (b) of the IRS Code which deny financial institutions any deduction for interest expense allocable to tax-exempt obligations acquired after August 7, 1986, Lafayette County hereby designates the above said Promissory Note and Lien Agreement for such exception.

Section 7. This Resolution shall become effective immediately upon its passage.

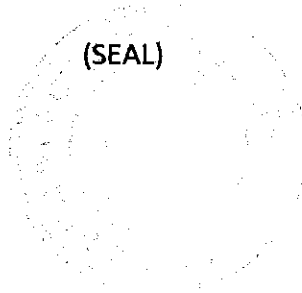
ADOPTED by a vote of 4 to 0 by the Board of County Commissioners of Lafayette County, Florida, this 24th day of June, 2013.



Lance Lamb, Chairman

ATTEST: 

Ricky Lyons, Clerk



Check History Report
Sorted By Check Number
Activity From: 6/24/2013 to 6/24/2013

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Lafayette County (GNF)

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
050080	6/24/2013	AGS	All Green Services, LLC	784.66	Auto
050081	6/24/2013	BCE	Barkley Consulting Engineers,	2,200.00	Auto
050082	6/24/2013	BMC	Betty Mills Company	235.45	Auto
050083	6/24/2013	BSW	Blue Summit Waters, LLC	106.40	Auto
050084	6/24/2013	DDF	DDF Consulting Group, Inc.	157.00	Auto
050085	6/24/2013	GLC	Greatamerica Financial Service	58.50	Auto
050086	6/24/2013	NIGS	NI Government Services Inc	78.76	Auto
050087	6/24/2013	RP	Ring Power	56.01	Auto
050088	6/24/2013	SCL	Suwannee County Landfill	12,087.53	Auto
050089	6/24/2013	VW	Verizon Wireless	664.43	Auto
050090	6/24/2013	ACBCC	Alachua County BOCC	972.99	Auto
050091	6/24/2013	BR	Blue Rok, Inc.	1,206.66	Auto
050092	6/24/2013	BTM	Bound Tree Medical, LLC.	818.79	Auto
050093	6/24/2013	CPE	Certified Plumbing & Electric	25.18	Auto
050094	6/24/2013	DA	Darabi & Associates	2,762.65	Auto
050095	6/24/2013	DE	Duke Energy	4,517.82	Auto
050096	6/24/2013	FCPA	FCPA	300.00	Auto
050097	6/24/2013	FD	Family Dollar	37.25	Auto
050098	6/24/2013	FMIT	Florida Municipal Insurance Tr	36,811.25	Auto
050099	6/24/2013	GLC	Greatamerica Financial Service	143.87	Auto
050100	6/24/2013	JDC	John Deere Credit	1,114.00	Auto
050101	6/24/2013	JED	James E Davis	7,500.00	Auto
050102	6/24/2013	KLI	K-Log, Inc.	5,105.90	Auto
050103	6/24/2013	ME	Mowrey Elevator Co of FL	238.22	Auto
050104	6/24/2013	MP	Mayo Postmaster	44.00	Auto
050105	6/24/2013	MP	Mayo Postmaster	296.00	Auto
050106	6/24/2013	MP	Mayo Postmaster	106.00	Auto
050107	6/24/2013	QC	Quill Corporation	76.44	Auto
050108	6/24/2013	SSC	Security Safe Company, Inc.	240.00	Auto
050109	6/24/2013	SVE	Suwannee Valley Electric	326.99	Auto
050110	6/24/2013	SVE	Suwannee Valley Electric	1,703.45	Auto
050111	6/24/2013	TCI	Tri-County Irrigation, Inc.	68.26	Auto
050112	6/24/2013	TEJ	Terry Jones	350.00	Auto
050113	6/24/2013	TIS	Tim Sadler	100.00	Auto
050114	6/24/2013	TME	The Management Experts, LLC	41,000.00	Auto
050115	6/24/2013	WFC	WellFlorida Council, Inc	3,829.61	Auto
050115	6/24/2013	WFC	WellFlorida Council, Inc	3,829.61-	Reversal
050116	6/24/2013	W	Windstream	3,142.98	Auto
050117	6/24/2013	WFC	WellFlorida Council, Inc	686.63	Auto

Bank A Total: 126,124.07

Report Total: 126,124.07

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 24TH DAY OF JUNE, 2013.

San W

Curtis D. Hamilton

Jack B. Jones

Bernest A. Jones

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.

FROM THE FIRST FEDERAL BANK, ON JUNE 24, 2013.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
AT&T	COMMUNICATIONS	526-410		\$ 125.00
AK ASSOCIATES	PROFESSIONAL SERVICES	526-310		\$ 48,879.32
WINDSTREAM	COMMUNICATIONS	526-410		\$ 414.04
TOTAL				\$ 49,418.36

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 24TH DAY OF JUNE, 2013.

Ja 20

Charles O. Hernandez

Jack Ryan

Darrell D. Jones

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE INDUSTRIAL PARK FUND.

FROM THE LAFAYETTE COUNTY STATE BANK, ON JUNE 24, 2013.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
REVELL ELECTRIC INC	MAINTENANCE	552-460		\$ 380.00
SUWANNEE VALLEY ELECTRIC	UTILITIES	552-430		\$ 91.25
TOTAL				\$ 471.25

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 24TH DAY OF JUNE, 2013.

[Signature]

[Signature]

[Signature]

[Signature]