

REGULAR MEETING

APRIL 25, 2022

5:30 P.M.

The Lafayette County Commission met on the above date and hour for a regular scheduled meeting. The meeting was held in the County Commissioners Meeting Room at the Lafayette County Courthouse in Mayo, Florida. The following members were present: Commissioner Lance Lamb, Dist. 1; Commissioner Henry McCray, Dist. 2; Commissioner Lisa Walker, Dist. 3; Commissioner Anthony Adams, Dist. 4; Commissioner Earnest L. Jones, Dist. 5; and Leenette McMillan-Fredriksson, County Attorney.

**OPEN THE BOARD OF ADJUSTMENTS MEETING**

**CONSIDER RESOLUTION NO. V 22-03**

On a motion by Mr. Jones and a second by Mr. Lamb, the Board voted unanimously to have Mrs. McMillan read Resolution No. V 22-03 by title only. On a motion by Mr. McCray and a second by Mrs. Walker, the Board voted unanimously to approve the Resolution for Adrian Gonzales to decrease his side yard setbacks from 50 feet to 24 feet.

**ADJOURN THE BOARD OF ADJUSTMENTS MEETING**

On a motion by Mr. Jones and a second by Mr. Lamb, the Board voted unanimously to adjourn the Board of Adjustments meeting.

**OPEN THE PLANNING AND ZONING BOARD MEETING**

**CONSIDER RESOLUTION NO. PZ/LPA LDR 22-01**

On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to have Mrs. McMillan-Fredriksson read Resolution No. PZ/LPA LDR 22-01 by title only. On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to recommend the resolution to the Board of County Commissioners for approval. This resolution would amend the Land Development Regulations for code

enforcement purposes. The Land Development Regulation Administrator may issue a civil citation when a violation has occurred.

### **ADJOURN THE PLANNING AND ZONING BOARD MEETING**

On a motion by Mr. Lamb and a second by Mr. McCray, the Board voted unanimously to adjourn the Planning and Zoning Board meeting.

### **OPEN THE BOARD OF COUNTY COMMISSIONERS MEETING**

#### **APPROVE THE MINUTES**

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

#### **LIVE OAK MANAGEMENT GROUP**

On a motion by Mr. McCray and a second by Mr. Jones, the Board voted unanimously to approve a quote from Live Oak Management Group in the amount of \$10,500.00, to do the work as a sole source item, removing limerock, removing existing asphalt, and for grading and repairs on County Road 480.

#### **CONSIDER ORDINANCE NO. 2022-02**

On a motion by Mr. Jones and a second by Mr. Lamb, the Board voted unanimously to have Mrs. McMillan-Fredriksson read Ordinance No. 2022-02 by title only. On a motion by Mr. McCray and a second by Mr. Jones, the Board voted unanimously to adopt the Ordinance, amending the Land Development Regulations for code enforcement. The Land Development Regulation Administrator may issue a civil citation when a violation has occurred.

#### **APPROVE A RELEASE OF LIEN**

On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to approve a release of lien under the SHIP Program for Brittany Deas.

**CONSIDER RESOLUTION NO. 2022-04-01 FOR THE FLORIDA  
DEPARTMENT OF TRANSPORTATION**

On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to have Mrs. McMillan-Fredriksson read Resolution No. 2022-04-01 by title only. On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to adopt the resolution for the Florida Department of Transportation. This is approving an agreement for the maintenance and construction of a sidewalk between the Lafayette County Extension Office and the Lafayette County Health Department.

**APPROVE THE BILLS**

On a motion by Mr. Lamb and a second by Mrs. Walker, the Board voted unanimously to approve following bills:

General Fund - \$281,133.60  
Emergency 911 Fund - \$608.40  
Special Account Grants Fund - \$400.00  
Courthouse Renovation/Construction Fund - \$400.00  
Industrial Park Fund - \$188.87

**REQUEST FOR RECONSIDERATION OF SPECIAL ASSESSMENT  
EXEMPTION**

James Townsend and Penny Duis, who were denied exemption for their special assessment at a previous meeting, made a request to the Board for reconsideration. After further review of his request, on a motion by Mr. Jones and a second by Mr. Lamb, the Board voted unanimously to approve his request.

**CONSIDER A PROCLAMATION FOR WORKERS' MEMORIAL DAY**

On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to approve a Proclamation observing April 28<sup>th</sup> as Workers' Memorial Day, to remember those who have suffered and died on the job.

**ADJOURN**

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

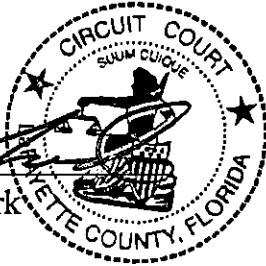


Anthony Adams, Chairman

Attest:



Steve Land, Clerk



Approved this 9<sup>th</sup> day of May, 2022.

**AMENDED  
PUBLIC NOTICE**

The Lafayette County Commission will be holding a regular meeting on Monday, April 25, 2022 at 5:30 p.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 ADJUSTMENTS:**

1. Open the Board of Adjustments meeting.
2. Invocation and pledge to the flag.
3. Consider Resolution No. V 22-03, by Adrian Gonzales, decreasing the side yard setbacks.
4. Adjourn the Board of Adjustments meeting.

**PLANNING AND ZONING BOARD:**

1. Open the Planning and Zoning Board meeting.
2. Consider Resolution No. PZ/LPA LDR 22-01, amending the Land Development Regulations, Article 15 Section 15.4 entitled enforcement and review.
3. Adjourn the Planning and Zoning Board meeting.

**BOARD OF COUNTY COMMISSIONERS MEETING:**

1. Open the meeting.
2. Approve the minutes.
3. Requests and comments from the community.
4. Department Heads:
  - A) Marcus Calhoun – Maintenance.
  - B) Scott Sadler – Public Works.
  - C) Garret Land – Building/Zoning.
    - 1) Consider an Ordinance amending the Land Development Regulations, Article 15 Section 15.4 entitled enforcement and review.
  - D) Marty Tompkins – EMS.
  - E) Shawn Jackson – Extension Office.
5. Consider a Release of Lien Agreement under the State Housing Initiatives Partnership Program.

6. Consider Resolution 2022-04-01, request from the Florida Department of Transportation for a maintenance agreement for the construction of a sidewalk.
7. Leenette McMillan-Fredriksson – various items.
8. Approve the bills.
9. Other business.
  - A) Review the 2021-2022 Special Assessment Exemption List.
  - B) Consider a proclamation observing Workers' Memorial Day.
10. Future agenda items.
11. 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](http://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

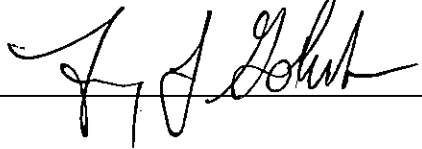
**AFFIDAVIT OF PUBLICATION**

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:

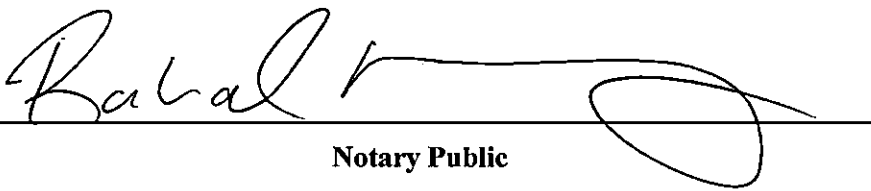
**PUBLIC NOTICE**  
**Lafayette County BOCC - Agenda**

was published in said newspaper in the issue of **April 20, 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 heretofore 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 21<sup>st</sup> day of April 2022.



**Notary Public**



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

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Anthony Adams, Chairman  
Lafayette County Commission

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7. Leenette McMillan-Fredriksson – various items.
8. Approve the bills.
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10. Future agenda items.
11. Adjourn.

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See [www.lafayetteclerk.com](http://www.lafayetteclerk.com) for updates and amendments to the agenda.

EXPIRES 12/31/2022  
COMM. HHS.02893  
STATE OF HAWAII  
PUBLIC HEALTH  
NATIONAL DEMING





RESOLUTION NO. BA V 22-03

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, SERVING AS THE BOARD OF ADJUSTMENT OF LAFAYETTE COUNTY, FLORIDA, GRANTING A VARIANCE AS AUTHORIZED UNDER SECTION 3.2 THE LAFAYETTE COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED; PROVIDING FOR A VARIANCE AS PROVIDED FOR IN SECTION 4.5.7 OF THE LAND DEVELOPMENT REGULATIONS TO ALLOW A DECREASE OF THE SIDE YARD SETBACKS FROM 50 FEET TO 24 FEET WITHIN AN AGRICULTURAL-3 (A-3) ZONING DISTRICT ON CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF LAFAYETTE COUNTY, FLORIDA; REPEALING RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Lafayette County Land Development Regulations, hereinafter referred to as the Land Development Regulations, empowers the Board of County Commissioners of Lafayette County, Florida, serving as the Board of Adjustment of Lafayette County, Florida, hereinafter referred to as the Board of County Commissioners, serving as the Board of Adjustment, to grant or deny variances as authorized under Section 3.2 of the Land Development Regulations;

WHEREAS, a petition for a variance, as described below, has been filed with the County;

WHEREAS, pursuant to the Land Development Regulations, the Board of County Commissioners, serving as the Board of Adjustment, held the required public hearing, with public notice having been provided, on said petition for a variance, as described below, and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said petition for a variance, as described below;

WHEREAS, the Board of County Commissioners, serving as the Board of Adjustment, has found that they are empowered under Section 3.2 of the Land Development Regulations to grant or deny a variance, as described below;

WHEREAS, the Board of County Commissioners, serving as the Board of Adjustment, has determined and found that the granting of said petition for a variance, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare;

WHEREAS, the Board of County Commissioners, serving as the Board of Adjustment, has determined and found that:

- a. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district;
- b. Such special conditions and circumstances do not result from the actions of the applicant;
- c. Granting the variance requested will not confer on the applicant a special privilege that is denied by the land development regulations to other lands, buildings or structures in the same zoning district;
- d. Literal interpretation of the provisions of the land development regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development regulations and would work unnecessary and undue hardship on the applicant;
- e. The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure; and

- f. Granting of the variance will be in harmony with the general intent and purpose of the land development regulations, and such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, SERVING AS THE BOARD OF ADJUSTMENT OF LAFAYETTE COUNTY, FLORIDA, THAT:

Section 1. Pursuant to a petition, V 22-03, by Adrian Gonzales, requesting a variance be granted to the requirements of Section 4.5.7 of the Land Development Regulations, the Board of County Commissioners, serving as the Board of Adjustment, hereby grants a variance to allow a decrease of the side yard setbacks from 50 feet to 24 feet within an AGRICULTURAL-3 (A-3) zoning district, in accordance with a petition, dated March 10, 2022, and a site plan, dated March 10, 2022, to be located on property described, as follows:

A parcel of land lying within Section 18, Township 5 South, Range 12 East, Lafayette County, Florida. Being more particularly described, as follows: Lot 43 of the Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida.

Containing 0.50 acre, more or less.

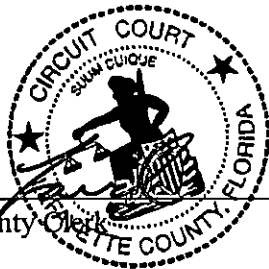
Section 2. All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 3. This resolution shall become effective upon adoption.

PASSED AND DULY ADOPTED in regular session with a quorum present and voting, by the Board of County Commissioners, serving as the Board of Adjustment, this 25th day of April 2022.

BOARD OF COUNTY COMMISSIONERS OF  
LAFAYETTE COUNTY, FLORIDA,  
SERVING AS THE  
BOARD OF ADJUSTMENT OF  
LAFAYETTE COUNTY, FLORIDA

Attest:



*Steve Land*  
Steve Land, County Clerk

*Anthony Adams*  
Anthony Adams, Chair

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

**AFFIDAVIT OF PUBLICATION**

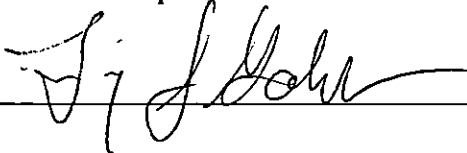
Before me, the undersigned authority personally appeared, **Lucy S Golub** who on oath says that she is the Manager for Classifies & Legals for the *Riverbend News*, a weekly newspaper, published in Live Oak, Suwannee County, Florida; that the attached copy of the advertisement being a:

**NOTICE OF PUBLIC HEARING**

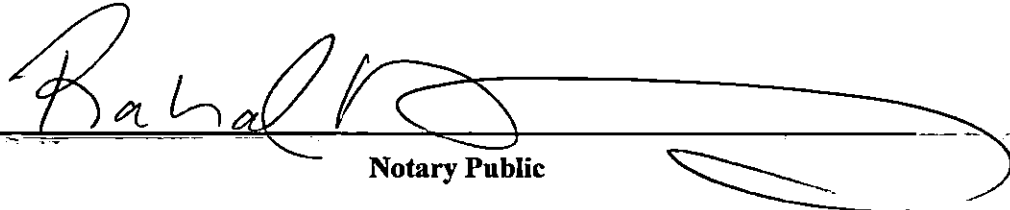
**Lafayette County – Variance for Land Development Regulations**

was published in said newspaper in the issue of **April 13, 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 heretofore 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 14<sup>th</sup> day of April 2022.

  
Notary Public



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

**NOTICE OF PUBLIC HEARING**  
CONCERNING A VARIANCE AS PROVIDED FOR IN THE  
LAFAYETTE COUNTY LAND DEVELOPMENT REGULATIONS

BY THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, SERVING AS THE BOARD OF ADJUSTMENT OF LAFAYETTE COUNTY, FLORIDA, NOTICE IS HEREBY GIVEN that, pursuant to the Lafayette County Land Development Regulations, hereinafter referred to as the Land Development Regulations, as amended, objections, recommendations and comments concerning the variance, as described below, will be heard by the Board of County Commissioners of Lafayette County, Florida, serving as the Board of Adjustment of Lafayette County, Florida, at a public hearing on April 25, 2022 at 5:30 p.m., or as soon thereafter as the matter can be heard in the County Commission Meeting Room, County Courthouse, located at 120 West Main Street, Mayo, Florida.

V 22-03, a petition by Adrian Gonzales, to request a variance be granted as provided for in Section 4.5.7 of the Land Development Regulations to reduce the side yard setbacks from 50.00 feet to 24.00 feet within an AGRICULTURAL-3 (A-3) zoning district, in accordance with a petition, dated March 10, 2022, and a site plan, dated March 10, 2022, to be located on property described, as follows:

A parcel of land lying within Section 18, Township 5 South, Range 12 East, Lafayette County, Florida. Being more particularly described, as follows: Lot 43 of the Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida.

Containing 0.50 acre, more or less.

The public hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearing.

At the aforementioned public hearing, all interested parties may appear to be heard with respect to the petition.

Copies of the petition are available for public inspection at the Office of the County Clerk, County Courthouse located at 120 West Main Street, Mayo, Florida, during regular business hours.

All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings 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 the proceedings should contact 386.294.1600 or via Florida Relay Service at 800.955.8770 (voice) or 800.955.8771 (TTY), at least 48 hours prior to the proceedings.

04/13

## RESOLUTION NO. PZ/LPA LDR 22-01

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, SERVING AS THE PLANNING AND ZONING BOARD OF LAFAYETTE COUNTY, FLORIDA, AND THE LOCAL PLANNING AGENCY OF LAFAYETTE COUNTY, FLORIDA, RECOMMENDING TO THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, APPROVAL OF AN AMENDMENT TO THE TEXT OF THE LAFAYETTE COUNTY LAND DEVELOPMENT REGULATIONS, PURSUANT TO AN APPLICATION BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR DELETING AND REPLACING IN ITS ENTIRETY THE PROVISIONS OF ARTICLE 15, SECTION 15.4 ENTITLED ENFORCEMENT AND REVIEW, PENALTIES AND REMEDIES FOR VIOLATIONS; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Lafayette County Land Development Regulations, as amended, hereinafter referred to as the Land Development Regulations, empowers the Board of County Commissioners of Lafayette County, Florida, hereinafter referred to as the Board of County Commissioners, serving as the Planning and Zoning Board of Lafayette County, Florida, hereinafter referred to as the Planning and Zoning Board, to recommend to the Board of County Commissioners approval or denial of amendments to the Land Development Regulations, in accordance with said regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers the Board of County Commissioners, serving as the Local Planning Agency of Lafayette County, Florida, hereinafter referred to as the Board of County Commissioners, to recommend to the Board of County Commissioners approval or denial of amendments to the Land Development Regulations, in accordance with said statute;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Board of County Commissioners has been designated as the Planning and Zoning Board;

WHEREAS, the Board of County Commissioners has been designated as the Local Planning Agency;

WHEREAS, pursuant to the Land Development Regulations and Section 163.3174, Florida Statutes, as amended, the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, held the required public hearing, with public notice, on said application for amendment, as described below, and considered all comments received during said public hearing concerning said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, has determined and found that a need and justification exists for the approval of said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, has determined and found that approval of said application for an amendment, as described below, is consistent with purposes and objectives of the comprehensive planning program and the Comprehensive Plan;

WHEREAS, the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, has determined and found that approval of said application for an amendment, as described below, will further the purposes of the Land Development Regulations and other ordinances, regulations, and actions designed to implement the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, SERVING AS THE PLANNING AND ZONING BOARD OF LAFAYETTE COUNTY, FLORIDA AND THE LOCAL PLANNING AGENCY, OF LAFAYETTE COUNTY, FLORIDA, THAT:

Section 1. All text shown in ~~bold and strike through~~ is recommended for deletion. All text shown in **bold and underline** is recommended for adoption.

Section 2. Pursuant to an application, LDR 22-01, by the Board of County Commissioners, to amend the text of the Land Development Regulations, the Board of County Commissioners, serving as the Planning and Zoning Board and the Local Planning Agency, recommends to the Board of County Commissioners that Section 15.4, entitled Enforcement and Review, Penalties and Remedies for Violations, be amended to read, as follows:

#### ARTICLE 15 ENFORCEMENT AND REVIEW

##### SECTION 15.4 PENALTIES AND REMEDIES FOR VIOLATIONS

- ~~1. — Violations of the provisions of these land development regulations or failure to comply with any of its requirements, including violations of any conditions and safeguards established in connection with grants of variances, special exceptions or special use permits shall constitute a misdemeanor of the second degree, punishable as provided in Chapter 775, Florida Statutes, as amended. Any person, firm or corporation who violates these land development regulations, or fails to comply with any of its requirements, shall upon conviction of a misdemeanor of the second degree be fined or imprisoned, or both, as provided for in Chapter 125.69, Florida Statutes, as amended and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be a separate offense.~~
- ~~2. — Any act constituting a violation of the provisions of these land development regulations or a failure to comply with any of its requirements, including violations of any conditions and safeguards established in connection with the grants of variances, special exceptions or special use permits, shall also subject the offender to the penalties provided above. If the offender fails to pay this penalty within ten (10) days after being cited for a violation, the penalty may be recovered by the County in a civil action in the nature of debt. A civil penalty may not be appealed to the Board of Adjustment if the offender was sent a final notice of violation in accordance with this Article and did not take an appeal to the Board of Adjustment within the prescribed time.~~
- ~~3. — Each day that any violation continues after notification by the Land Development Regulation Administrator that such violation exists shall be considered a separate offense for purposes of the penalties and remedies specified in this Article.~~
- ~~4. — Any one (1), all, or any combination of the foregoing penalties and remedies may be used to enforce these land development regulations.~~
1. **Violations of the provisions of these Land Development Regulations or failure to comply with any of its requirements, including violations of any conditions and safeguards established in connection with grants of variances, special exceptions or special use permits shall constitute a civil infraction, and a civil citation may be issued by the Land Development Regulation Administrator to the person who has committed the civil infraction. A penalty of five hundred dollars and no cents (\$500.00) shall be assessed by the Land Development Regulation Administrator for a violation, however, if the person who has committed the civil infraction does not contest the citation, then a penalty of two hundred dollars and no cents (\$250.00) shall be assessed by the Land Development Administrator.**

2. A person may contest the citation by following the guidelines in Section 12.1.5 of these Land Development Regulations. Appeals of the decision of the Land Development Regulation Administrator must be filed in writing with the Land Development Regulator Administrator's office within thirty (30) days of receiving the civil citation and will be heard by the Board of Adjustment at a date and time set by the Board of Adjustment.
3. If the offender does not contest the citation and does not pay the penalty within thirty (30) days after the date of the citation, offender shall be deemed to have waived his or her right to contest or appeal the citation.
4. Each day that any violation continues after notification by the Land Development Regulation Administrator that such violation exists shall be considered a separate offense for purposes of the penalties and remedies specified in this Article.
5. Any act constituting a violation of the provisions of these Land Development Regulations or a failure to comply with any of its requirements, including violations of any conditions and safeguards established in connection with the grants of variances, special exceptions, or special use permits, shall also subject an offender to the penalties provided above.
6. If an offender fails to pay the assessed penalty, the County may recover the penalty in a civil action in the nature of debt.
7. Any one (1), all, or a combination of the foregoing penalties and remedies may be used to enforce these Land Development Regulations.
8. No new permits may be issued to a person subject to a citation as specified in this Article, or in relation to a parcel of property where a penalty has been imposed for violation of these Land Development Regulations, but not paid. All penalties imposed shall run with the land.


Section 2. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

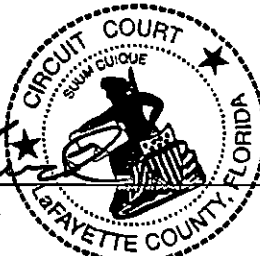
Section 4. This resolution shall become effective upon adoption.


PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, this 25th day of April 2022.

BOARD OF COUNTY COMMISSIONERS  
OF LAFAYETTE COUNTY, FLORIDA  
SERVING AS THE  
PLANNING AND ZONING BOARD  
OF LAFAYETTE COUNTY, FLORIDA  
AND THE LOCAL PLANNING AGENCY  
OF LAFAYETTE COUNTY, FLORIDA

Attest:

  
Steve Land, County Clerk



  
Anthony Adams, Chair

ORDINANCE NO. 2022-02

AN ORDINANCE OF LAFAYETTE COUNTY, FLORIDA, AMENDING ORDINANCE NO. 2000-5, AS AMENDED, RELATING TO AN AMENDMENT TO THE TEXT OF THE LAFAYETTE COUNTY LAND DEVELOPMENT REGULATIONS, PURSUANT TO AN APPLICATION, LDR 22-01, BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR DELETING AND REPLACING IN ITS ENTIRETY THE PROVISIONS OF ARTICLE 15, SECTION 15.4 ENTITLED ENFORCEMENT AND REVIEW, PENALTIES AND REMEDIES FOR VIOLATIONS; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Lafayette County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the Board of County Commissioners to prepare and adopt regulations concerning the use of land and water to implement the Comprehensive Plan;

WHEREAS, an application, as described below, has been filed with the County;

WHEREAS, the Board of County Commissioners has been designated as the Planning and Zoning Board of Lafayette County, Florida, hereinafter referred to as the Planning and Zoning Board;

WHEREAS, the Board of County Commissioners has been designated as the Local Planning Agency of Lafayette County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, reviewed and considered all comments received during said public hearing and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, pursuant to Section 125.66, Florida Statutes, as amended, the Board of County Commissioners held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during said public hearing, including the recommendation of the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency;

WHEREAS, the Board of County Commissioners has determined and found that a need and justification exists for the approval of said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, is consistent with the purposes and objectives of the comprehensive planning program and the Comprehensive Plan;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, will further the purposes of the Land Development Regulations and other ordinances, regulations, and actions designed to implement the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, LDR 22-01, by the Board of County Commissioners, to amend the text of the Land Development Regulations, Section 15.4, entitled Enforcement and Review, Penalties and Remedies for Violations is hereby amended to read, as follows:

ARTICLE 15 ENFORCEMENT AND REVIEW

SECTION 15.4 PENALTIES AND REMEDIES FOR VIOLATIONS

- ~~1.—Violations of the provisions of these land development regulations or failure to comply with any of its requirements, including violations of any conditions and safeguards established in connection with grants of variances, special exceptions or special use permits shall constitute a misdemeanor of the second degree, punishable as provided in Chapter 775, Florida Statutes, as amended. Any person, firm or corporation who violates these land development regulations, or fails to comply with any of its requirements, shall upon conviction of a misdemeanor of the second degree be fined or imprisoned, or both, as provided for in Chapter 125.69, Florida Statutes, as amended and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be a separate offense.~~
  - ~~2.—Any act constituting a violation of the provisions of these land development regulations or a failure to comply with any of its requirements, including violations of any conditions and safeguards established in connection with the grants of variances, special exceptions or special use permits, shall also subject the offender to the penalties provided above. If the offender fails to pay this penalty within ten (10) days after being cited for a violation, the penalty may be recovered by the County in a civil action in the nature of debt. A civil penalty may not be appealed to the Board of Adjustment if the offender was sent a final notice of violation in accordance with this Article and did not take an appeal to the Board of Adjustment within the prescribed time.~~
  - ~~3.—Each day that any violation continues after notification by the Land Development Regulation Administrator that such violation exists shall be considered a separate offense for purposes of the penalties and remedies specified in this Article.~~
  - ~~4.—Any one (1), all, or any combination of the foregoing penalties and remedies may be used to enforce these land development regulations.~~
1. Violations of the provisions of these Land Development Regulations or failure to comply with any of its requirements, including violations of any conditions and safeguards established in connection with grants of variances, special exceptions or special use permits shall constitute a civil infraction, and a civil citation may be issued by the Land Development Regulation Administrator to the person who has committed the civil infraction. A penalty of five hundred dollars and no cents (\$500.00) shall be assessed by the Land Development Regulation Administrator for a violation, however, if the person who has committed the civil infraction does not contest the citation, then a penalty of two hundred dollars and no cents (\$250.00) shall be assessed by the Land Development Administrator.
  2. A person may contest the citation by following the guidelines in Section 12.1.5 of these Land Development Regulations. Appeals of the decision of the Land Development Regulation Administrator must be filed in writing with the Land Development Regulator Administrator's office within thirty (30) days of receiving the civil citation and will be heard by the Board of Adjustment at a date and time set by the Board of Adjustment.



3. If the offender does not contest the citation and does not pay the penalty within thirty (30) days after the date of the citation, offender shall be deemed to have waived his or her right to contest or appeal the citation.
4. Each day that any violation continues after notification by the Land Development Regulation Administrator that such violation exists shall be considered a separate offense for purposes of the penalties and remedies specified in this Article.
5. Any act constituting a violation of the provisions of these Land Development Regulations or a failure to comply with any of its requirements, including violations of any conditions and safeguards established in connection with the grants of variances, special exceptions, or special use permits, shall also subject an offender to the penalties provided above.
6. If an offender fails to pay the assessed penalty, the County may recover the penalty in a civil action in the nature of debt.
7. Any one (1), all, or a combination of the foregoing penalties and remedies may be used to enforce these Land Development Regulations.
8. No new permits may be issued to a person subject to a citation as specified in this Article, or in relation to a parcel of property where a penalty has been imposed for violation of these Land Development Regulations, but not paid. All penalties imposed shall run with the land.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

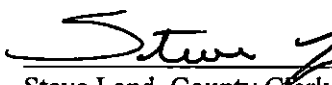
Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

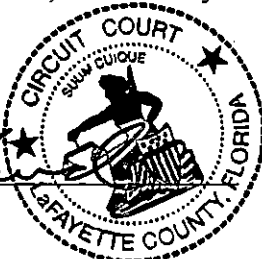
Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

Section 5. Codifier. All text shown in ~~bold and strike through~~ is to be deleted. All text shown in **bold and underline** is adopted.

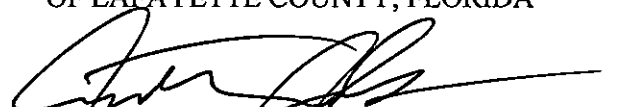
Section 6. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners, this 25th day of April 2022.

  
Steve Land, County Clerk



BOARD OF COUNTY COMMISSIONERS  
OF LA FAYETTE COUNTY, FLORIDA

  
Anthony Adams, Chair

**LAFAYETTE COUNTY  
LAND DEVELOPMENT REGULATIONS AMENDMENT  
APPLICATION**

Name of Applicant(s): Board of County Commissioners LDR 22-01  
 Address: P.O. Box 88  
 City, State, Zip Code: Mayo, FL 32066  
 Telephone: 386.294.1600  
 Name of Applicant's Agent (if applicable): N/A  
 Address: N/A  
 City, State, Zip Code: N/A  
 Telephone: N/A

Please complete the following for proposed amendments to the Official Zoning Atlas.  
 For amendments to the text of the Land Development Regulations, which do not require an  
 Official Zoning Atlas amendment, please omit responses to Part I and complete Part II of this  
 Application.

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**PART I: Legal Description:**

N/A

Total acreage of land to be considered under this amendment: N/A  
 Present Use: N/A  
 (commercial, industrial, residential, agricultural, vacant, etc.)  
 Zoning District:  
 Present: N/A Requested: N/A  
 Future Land Use Plan Map Category: N/A

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**PART II**

For amendments to the text of the Land Development Regulations, please provide in the space  
 provided below (or on separate pages to be attached and made a part herewith) the text of the  
 proposed amendment.

Refer to the Attachment A

APPLICATION FOR AMENDMENT  
OF THE LAND DEVELOPMENT REGULATIONS

A previous application for amendment to the Land Development Regulations:

N/A was made with respect to these premises, Application No. \_\_\_\_\_

N/A was not made with respect to these premises.

I hereby certify that all of the above statements and statements contained in any documents or plans submitted herewith are true and accurate to the best of my knowledge and belief.

If title holder(s) are represented by an agent, a letter of such designation from the title holder(s) addressed to the Land Development Regulations Administrator must be attached.

Anthony Adams, Chair  
Applicant/Agent Name (Type or Print)

  
Applicant/Agent Signature

4/11/22  
Date

FOR OFFICE USE ONLY

Date Filed:	<u>4/11/22</u>
Application No:	<u>LDR 22-01</u>
Fee Amount:	_____
Receipt No.	_____
Date of Planning and Zoning Board Public Hearing:	<u>4/25/22</u>
Date notice published:	<u>4/13/22</u>
Newspaper:	<u>The Riverbend News</u>
Date of Local Planning Agency Public Hearing:	<u>4/25/22</u>
Date notice published:	<u>4/13/22</u>
Newspaper:	<u>The Riverbend News</u>
Date(s) of Board of County Commissioners Public Hearing(s):	(1) <u>4/25/22</u> (2) <u>N/A</u>
Date(s) notice published:	(1) <u>4/13/22</u> (2) <u>N/A</u>
Newspaper:	<u>The Riverbend News</u>
Date Notice of Enactment of Ordinance published:	<u>4/13/22</u>
Newspaper:	<u>The Riverbend News</u>
Board of County Commissioners decision:	_____
	(Granted/Denied)

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:

**NOTICE OF PUBLIC HEARING**

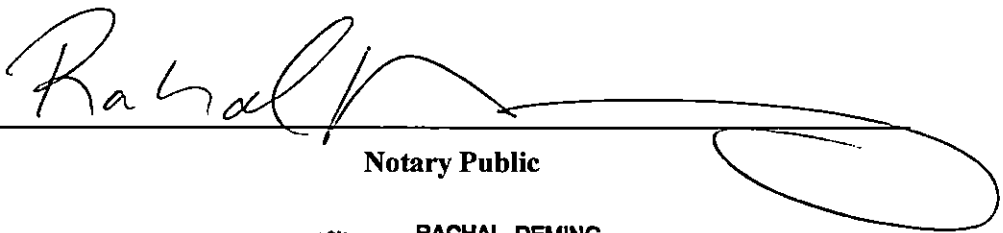
**Lafayette County – Amendment to Land Development Regulations**

was published in said newspaper in the issue of **April 13, 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 heretofore 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 14<sup>th</sup> day of April 2022.

  
Notary Public



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

**NOTICE OF PUBLIC HEARING  
CONCERNING AN AMENDMENT TO THE  
LAFAYETTE COUNTY LAND DEVELOPMENT REGULATIONS**

BY THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, SERVING AS THE PLANNING AND ZONING BOARD OF LAFAYETTE COUNTY, FLORIDA, AND THE LOCAL PLANNING AGENCY OF LAFAYETTE COUNTY, FLORIDA, NOTICE IS HEREBY GIVEN that, pursuant to Sections 163.3161 through 163.3248, Florida Statutes, as amended, and the Lafayette County Land Development Regulations, as amended, hereinafter referred to as the Land Development Regulations; objections, recommendations and comments concerning the amendment, as described below, will be heard by the Board of County Commissioners of Lafayette County, Florida, serving as the Planning and Zoning Board of Lafayette County, Florida, and the Local Planning Agency of Lafayette County, Florida, at a public hearing on April 25, 2022 at 5:30 p.m., or as soon thereafter as the matter can be heard, in the County Commission Meeting Room, County Courthouse, located at 120 West Main Street, Mayo, Florida.

LDR 22-01, an application by the Board of County Commissioners to amend the text of the Land Development Regulations by deleting and replacing in its entirety the provisions of Article 15, Section 15.4 entitled Enforcement and Review, Penalties and Remedies for Violations.

The public hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearing.

At the aforementioned public hearing, all interested parties may appear to be heard with respect to the amendment.

Copies of the amendment are available for public inspection at the Office of the County Clerk, County Courthouse located at 120 West Main Street, Mayo, Florida, during regular business hours.

All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings 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 800.955.8770 (voice) or 800.955.8771 (TTY), at least 48 hours before the proceedings.

04/13



МІНІСТЭРСТВА  
СЮДЖА НІМОНАЎ  
РЭСПУБЛІКІ  
БЕЛАРУСЬ

---

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:

**NOTICE OF ENACTMENT OF ORDINANCE**

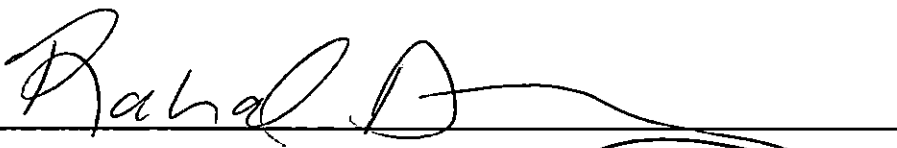

**Lafayette County – NO. 2000-5**

was published in said newspaper in the issue of **April 13, 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 heretofore 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 14<sup>th</sup> day of April 2022.

  
Notary Public 



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

**NOTICE OF ENACTMENT OF ORDINANCE  
BY THE BOARD OF COUNTY COMMISSIONERS OF  
LAFAYETTE COUNTY, FLORIDA**

NOTICE IS HEREBY GIVEN, that the ordinance, which title hereinafter appears, will be considered for enactment by the Board of County Commissioners of Lafayette County, Florida, at a public hearing on April 25, 2022 at 5:30 p.m., or as soon thereafter, as the matter can be heard, in the County Commission Meeting Room, County Courthouse, located at 120 West Main Street, Mayo, Florida, Mayo, Florida. Copies of said ordinance may be inspected by any member of the public at the Office of the County Clerk, County Courthouse, located at 120 West Main Street, Mayo, Florida, Mayo, Florida, during regular business hours. On the date, time and place first above mentioned, all interested persons may appear and be heard with respect to the ordinance.

**AN ORDINANCE OF LAFAYETTE COUNTY, FLORIDA, AMENDING ORDINANCE NO. 2000-5, AS AMENDED, RELATING TO AN AMENDMENT TO THE TEXT OF THE LAFAYETTE COUNTY LAND DEVELOPMENT REGULATIONS, PURSUANT TO AN APPLICATION, LDR 22-01, BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR DELETING AND REPLACING IN ITS ENTIRETY THE PROVISIONS OF ARTICLE 15, SECTION 15.4 ENTITLED ENFORCEMENT AND REVIEW, PENALTIES AND REMEDIES FOR VIOLATIONS; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE**

The public hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning this matter will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearing.

All persons are advised that, if they decide to appeal any decisions made at the public hearings they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings are 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 the proceedings should contact 386.294.1600 or via Florida Relay Service at 800.955.8770 (voice) or 800.955.8771 (TTY), at least 48 hours prior to the proceedings.

04/13

ROUND MAR 29 '22

This Instrument Prepared By:  
The Curtis Law Firm, P.A.  
Jessie Mangum  
103 N. Jefferson Street  
Perry, FL 32347  
2022-102

RELEASE OF LIEN AGREEMENT UNDER  
STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM

WHEREAS, **Brittany Hickman Deas** executed and delivered to Lafayette County, Florida, a political subdivision existing under the laws of the State of Florida, that certain lien agreement under State Housing Initiatives Partnership Program dated January 26<sup>th</sup> 2017 and recorded in Official Record Book 364 Page 411 public records of Lafayette County, Florida, granting to Lafayette County, Florida, a lien against the following described real property situated in Lafayette County, Florida to-wit:

AS DESCRIBED IN SAID LIEN AGREEMENT

WHEREAS, **Brittany Hickman Deas** has paid to Lafayette County, Florida, the sum of **\$12,500.00** in reimbursement and repayment of funds paid to or for the benefit of Lafayette County. FL to assist in the purchase of the above described property.

NOW, THEREFORE, in consideration of the sum of **\$12,500.00** and other good and valuable considerations, the receipt whereof are hereby acknowledged, Lafayette County, Florida, hereby releases and cancels the lien held against the above described real property by virtue of the aforescribed lien agreement under State Housing Initiatives Partnership Program.

IN WITNESS WHEREOF, Lafayette County, Florida, a political subdivision existing under the laws of the State of Florida, has caused these presents to be executed this 25<sup>th</sup> day of April 2022.

LAFAYETTE COUNTY, FLORIDA

BY: [Signature]  
Anthony Adams, Chairman  
Lafayette County Board of County Commission

STATE OF FLORIDA  
COUNTY OF LAFAYETTE

The foregoing release and satisfaction of lien agreement under State of Florida Housing Initiatives Partnership Program was acknowledged before me this 25<sup>th</sup> day of April, 2022 by Anthony Adams, Chairman of the Board of County Commission, who is personally known to me.

Hannah Owens  
Notary Public

(NOTARIAL SEAL)



**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 collectively refer to certain real property located in Lafayette County, Florida, portions of which are owned by the Department, known as US 27/SR 20, and highlighted in red on **Exhibit "A"** ("Department Property"), and portions of which are owned by the Lafayette County, highlighted in purple on **Exhibit "A"** ("Agency Property"); and
2. The term "Project" means and shall refer to the construction of a six-foot pedestrian sidewalk and American with Disabilities Act safety features ("ADA") located on or within the Property, as shown in **Exhibit "B"**; and
3. The term "Improvements" means and shall refer to the six-foot sidewalks and ADA features on the Property as more particularly shown in **Exhibit "B"**; and
4. Certain portions of the Improvements will be constructed on the Department Property ("On-System Improvements"), as shown in blue in **Exhibit "B"**; and
5. Certain portions of the Improvements will be constructed on the Agency Property ("Off-System Improvements"), as shown in yellow in **Exhibit "B"**; and
6. The Agency requested that the Project be constructed, and the Department is amenable to this request pursuant to the terms and conditions of this Agreement; and
7. The Department shall fund construction of the Project, which is wholly contingent upon appropriation of funds to the Department; and
8. The Department shall construct the Improvements on the Property; and
9. Upon completion of construction of the Project, the Agency shall own, operate, maintain, and repair the Off-System Improvements; and
10. Upon completion of this the Project, the Agency shall operate, maintain and repair the On-System Improvements; and
11. A date for commencement of construction of the Improvements has not been established; and
12. 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
13. By Resolution 2022-04-01 dated 4/25/2022, 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**

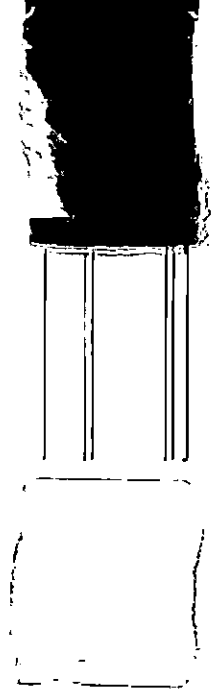
A. The Department shall manage the Project for the design and construction of the Improvements and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvements, including, without limitation, seeking and obtaining approval and participation by 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 Agency 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 (OFF-SYSTEM IMPROVEMENTS)**



A. The Agency shall own, operate, maintain, and repair the Off-System Improvements 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. 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 Improvements. 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. OPERATION, MAINTENANCE & REPAIR (ON-SYSTEM IMPROVEMENTS)**

The Agency shall operate, maintain and repair the On-System Improvements 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.

#### **12. 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 items 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 Department 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.

### **13. 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.

### **14. 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.

### **15. 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").

### **16. 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.

### **17. 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.

### **18. 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: Perry Maintenance Engineer  
657 Plantation Road  
Perry, FL 23248

Agency: Lafayette County  
Attention: Steve Land  
276 East Main Street  
Mayo, FL 32066

**19. GOVERNING LAW**

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

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. ENTIRE AGREEMENT**

Financial Project Id. No.: 446125-1-52-01  
 Federal Id. No.: TALN  
 Project Description: SR 20 From Health Department to end of Sidewalk  
 On/Off System Department Construct Agency Maintain

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.

#### **27. 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.

#### **28. 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.

#### **29. 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.

#### **30. 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.

#### **31. 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.

#### **32. 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.

#### **33. 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.

#### **34. 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.

#### **35. 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

Financial Project Id. No.: 446125-1-52-01  
 Federal Id. No.: TALN  
 Project Description: SR 20 From Health Department to end of Sidewalk  
 On/Off System Department Construct Agency Maintain

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."

### **36. 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

***SIGNATURES ON FOLLOWING PAGE***

Financial Project Id. No.: 446125-1-52-01  
Federal Id. No.: TALN  
Project Description: SR 20 From Health Department to end of Sidewalk  
On/Off System Department Construct Agency Maintain

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of eleven (11) pages

Florida Department of Transportation

By:   
8A93B2A03EC34AA...

Printed Name: Greg Evans

Title: District Two Secretary

Date: 5/12/2022 | 2:27 PM EDT

Attest: DocuSigned by:

By:   
F8E740BE521849B...

Printed Name: Elizabeth Engle

Title: Office of the District Two Secretary

Date: 5/12/2022 | 2:29 PM EDT

Legal Review:

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

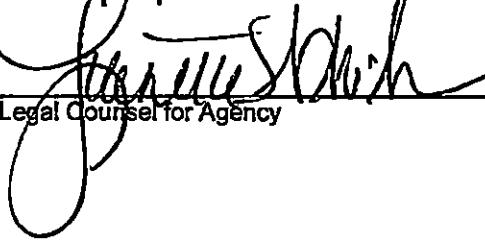
Lafayette County

By: 

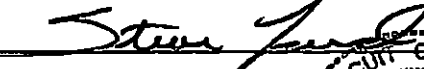
Printed Name: Anthony Adams

Title: Chairman - BOCC

Date: 4/25/22

By:   
Legal Counsel for Agency

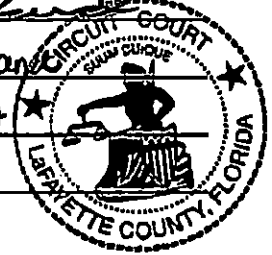
Attest:

By: 

Printed Name: Steve Lane

Title: Clerk of Court

Date: 4/25/22



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**EXHIBIT "A"**  
**(Project Location)**

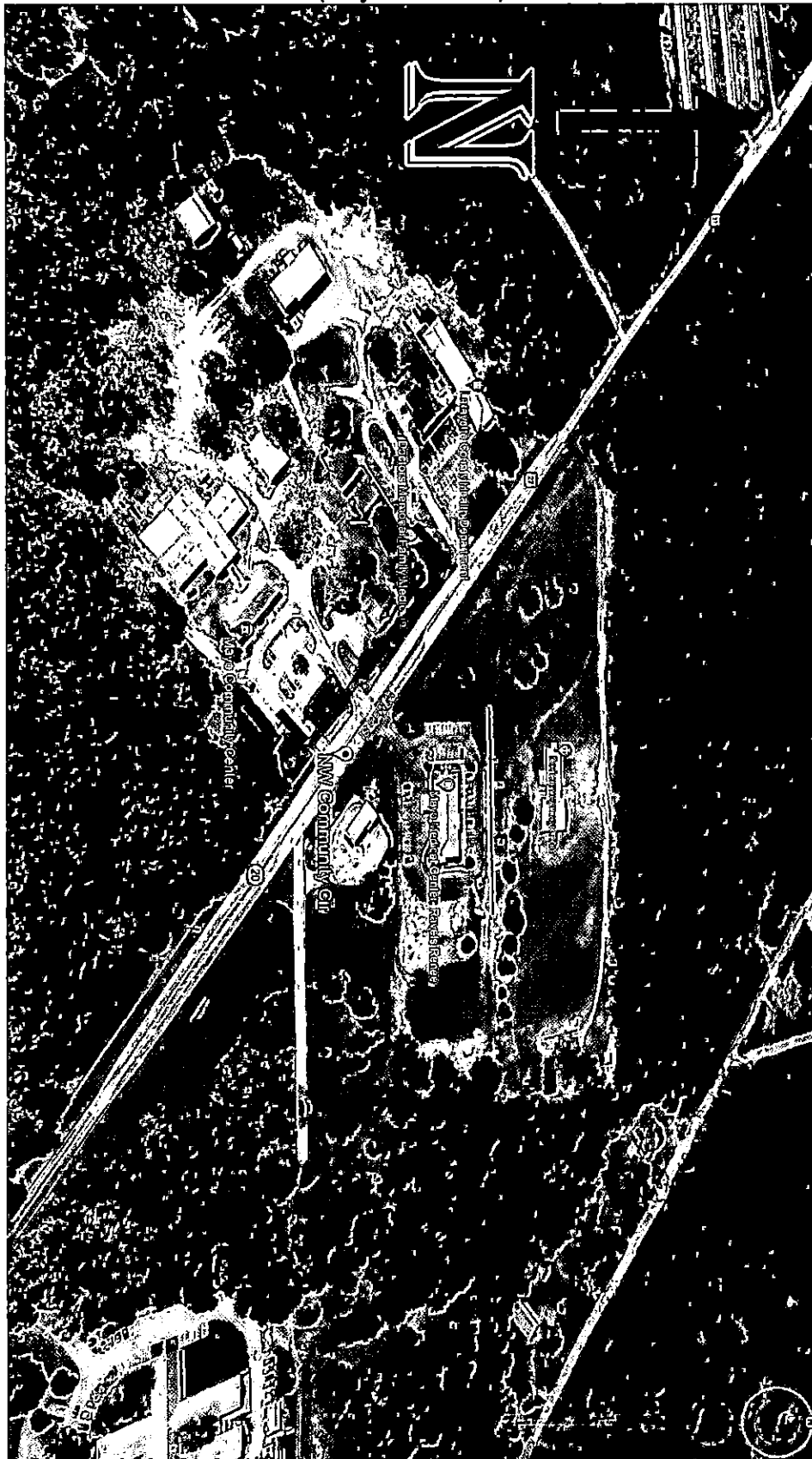


EXHIBIT "B"

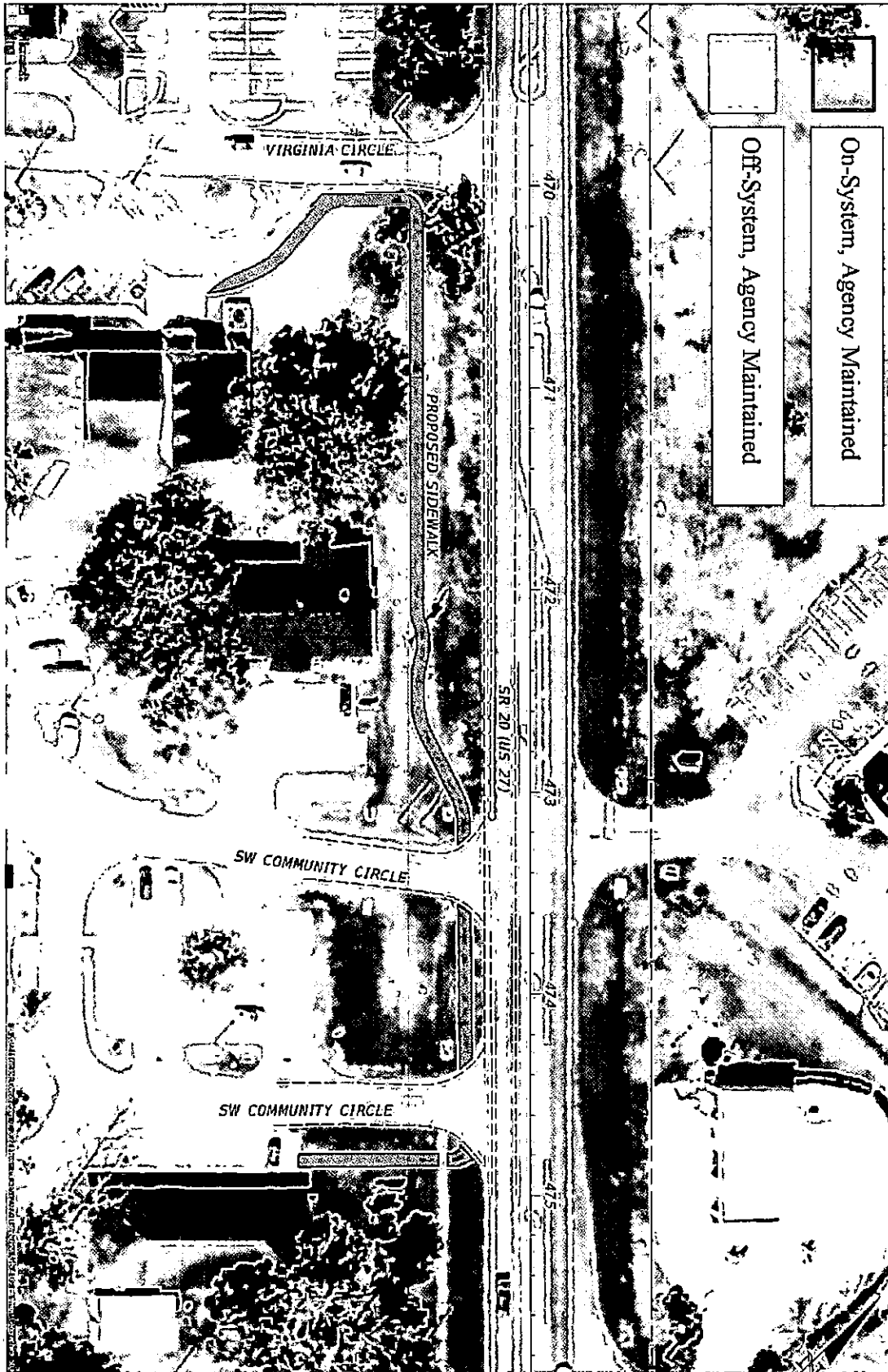


EXHIBIT "C"

**RESOLUTION NO. 2022-04-01**

**WHEREAS**, the Florida Department of Transportation and Lafayette County enter into an agreement, financial project ID: 446125-1-52-01, 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.: 446125-1-52-01 for the construction and maintenance of a sidewalk 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.

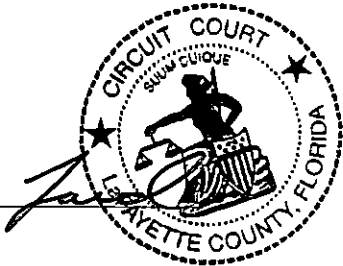
**PASSED** in regular session this 25<sup>th</sup> day of April, 2022.

Board of County Commissioners  
Lafayette County, Florida

By   
Anthony Adams, Chairman

Attest:

  
Steve Land  
Clerk of Court



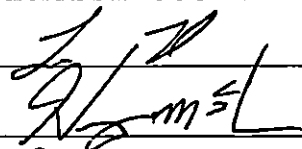
**Check History Report**  
**Sorted By Check Number**  
**Activity From: 4/25/2022 to 4/25/2022**

Lafayette County (GNF)

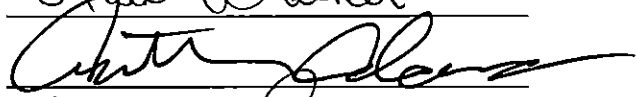
Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
064462	4/25/2022	QC	Quill Corporation	620.07	Auto
064463	4/25/2022	RBN	Riverbend News C & E Inc.	532.95	Auto
064464	4/25/2022	SICL	Standard Insurance Company	387.00	Auto
064465	4/25/2022	SRWMD	Suwannee River Water	100.00	Auto
064466	4/25/2022	VW	Verizon Wireless	227.97	Auto
064467	4/25/2022	W	Windstream	3,633.12	Auto
064468	4/25/2022	AASW	Aucilla Area Solid Waste Admin	9,384.48	Auto
064469	4/25/2022	BSW	Blue Summit Waters, LLC	148.40	Auto
064470	4/25/2022	CINTAS	Cintas Corporation #148	279.50	Auto
064471	4/25/2022	DCSO	Dixie County Sheriff's Dept.	7,944.61	Auto
064472	4/25/2022	EWL	EnviroWaste LLC	800.00	Auto
064473	4/25/2022	FFB	First Federal Bank of Florida	3,435.77	Auto
064474	4/25/2022	GLC	Greatamerica Financial Service	404.09	Auto
064475	4/25/2022	JDC	John Deere Credit	1,213.85	Auto
064476	4/25/2022	MAP	Mayo Auto Parts	172.08	Auto
064477	4/25/2022	QMC	Quick Med Claims	1,358.47	Auto
064478	4/25/2022	RP	Ring Power	3,194.77	Auto
064479	4/25/2022	TOM	Town of Mayo	33.54	Auto
064480	4/25/2022	BGC	Bennett's Glass Company	290.00	Auto
064481	4/25/2022	BPIT	Brian Pittman	2,325.00	Auto
064482	4/25/2022	BR	Blue Rok, Inc.	442.84	Auto
064483	4/25/2022	CBP	Cashway Building Products	800.31	Auto
064484	4/25/2022	CCBOC	Columbia County BOCC	1,577.06	Auto
064485	4/25/2022	DE	Duke Energy	3,777.77	Auto
064486	4/25/2022	EB	Elmer Bell	950.00	Auto
064487	4/25/2022	JPB	Nature Coast Services, LLC	600.00	Auto
064488	4/25/2022	LEGAL	Legal Shield	389.70	Auto
064489	4/25/2022	LEWIS	Lewis Petroleum Co.	470.00	Auto
064490	4/25/2022	LOMG	Live Oak Management Group LLC	36,211.50	Auto
064491	4/25/2022	MOS	McCrimon's Office Supply	111.95	Auto
064492	4/25/2022	NCFRPC	N. Cen. FL Regional Planning C	3,250.00	Auto
064493	4/25/2022	PR	Dewberry Engineers Inc	6,654.10	Auto
064494	4/25/2022	QLM	Quality Lawns & More	2,410.00	Auto
064495	4/25/2022	FLGHIC	FL Local Government Health Insurance Consortium	75,493.40	Auto
064496	4/25/2022	SSC	Security Safe Company, Inc.	267.00	Auto
064498	4/25/2022	KWB	Ketchum, Wood, & Burgert	2,945.00	Auto
064499	4/25/2022	MTG	Matheson Tri-Gas Inc.	814.41	Auto
064500	4/25/2022	DE	Duke Energy	1,054.11	Auto
064501	4/25/2022	DISH	Dish Network	135.72	Auto
064502	4/25/2022	DMINC	Denali Materials, Inc.	277.55	Auto
064503	4/25/2022	NFPS	North Florida Professional Ser	101,216.00	Auto
064504	4/25/2022	QM	Quadmed, Inc.	67.90	Auto
064505	4/25/2022	RP	Ring Power	494.28	Auto
064506	4/25/2022	SICD	Standard Insurance Company	2,750.20	Auto
064507	4/25/2022	SICV	Standard Insurance Company	465.48	Auto
064508	4/25/2022	SVE	Suwannee Valley Electric	1,021.65	Auto
<b>Bank A Total:</b>				<u>281,133.60</u>	
<b>Report Total:</b>				<u>281,133.60</u>	

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE  
LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 25TH DAY OF APRIL 2022.

  
\_\_\_\_\_

Lyni Walker  
\_\_\_\_\_

  
\_\_\_\_\_

Ernest S. 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 APRIL 25, 2022.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
EnviroWaste	Construction	519-626	_____	\$ 400.00
TOTAL				\$ 400.00

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 25TH DAY OF APRIL, 2022.

\_\_\_\_\_  
 \_\_\_\_\_  
 Lisa Walker  
 \_\_\_\_\_  
 Ernest D. Jones



# BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

## LIST OF WARRANTS DRAWN ON THE SPECIAL ACCOUNT GRANTS FUND

FROM THE LAFAYETTE COUNTY STATE BANK, ON APRIL 25, 2022.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
EnviroWaste	Construction	526-620		\$ 400.00
TOTAL				\$ 400.00

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 25TH DAY OF APRIL, 2022.

\_\_\_\_\_

*[Signature]*

\_\_\_\_\_

*[Signature]*

\_\_\_\_\_

*[Signature]*

\_\_\_\_\_

*[Signature]*



**BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL**

LIST OF WARRANTS DRAWN ON THE INDUSTRIAL PARK FUND.

FROM THE LAFAYETTE COUNTY STATE BANK, ON APRIL 25, 2022.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
First Federal Bank Suwannee Valley Electric	Maint-General	552-460	_____	\$ 130.55
	Utilities	552-430	_____	\$ 58.32
<b>TOTAL</b>				<b>\$ 188.87</b>

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 25TH DAY OF APRIL, 2022.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Lisa Walker

\_\_\_\_\_

\_\_\_\_\_ Ernest D. Jones

**Proclamation**

**To The People of Northeast Florida:**

**Whereas:** On December 28, 1970, President Richard Nixon signed into law the Occupational Safety and Health Act, which went into effect on April 28, 1971. Since 1989, community workers and local government leader have gathered on April 28 to commemorate those who have lost their lives working to provide a good standard of living for their families and communities; and

**Whereas:** Despite the OSHA Act, intended to provide American workers the right to a safe workplace and requiring employers to provide safe conditions, tens of thousands of American workers are killed by workplace injuries and occupational disease every year. Tens of thousands more workers are permanently disabled. Many are injured or made ill; and

**Whereas:** Each April we observe Workers' Memorial Day as a day to remember those who have suffered and died on the job; and

**Whereas:** Concerned Americans are determined to prevent these tragedies. All employers, including local governments are urged to dedicate their efforts to improving workplace safety and seeking stronger health standard enforcement, along with the Northeast Florida Safety Council, First Coast Manufacturers Association, Associated Builders and Contractors, First Coast Chapter, Northeast Florida Home Builders Association, and American Society of Safety Professionals, and OSHA, Jacksonville Office to treating workers with dignity as we all pursue constant improvements in worker safety; and

**Whereas:** Americans can honor our workers by observing Workers' Memorial Day as a day to remember those victims of workplace injuries and disease by rededicating ourselves to improving safety and health in every American workplace.

**Now, Therefore:** Do we, the Lafayette County Board of County Commissioners, proclaim Thursday, April 28, 2022, to be:

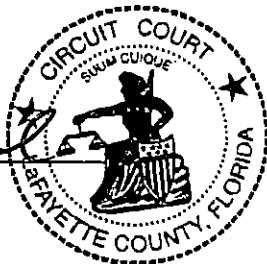
***"Workers' Memorial Day"***

*And ask all citizens to recognize and honor all workers killed, injured, and disabled on the job, thank them for their service, and offer sympathy to their families and loved ones, and to respect today's workers by providing safe workplaces.*


***In Witness Whereof:*** I have hereunto set my hand and caused the Seal of the Clerk of Court to be affixed hereto this April 25<sup>th</sup>, 2022.

Attest:

  
Steve Land  
Clerk of Court



By Order Of:

  
Anthony Adams  
Chairman