

REGULAR MEETING
SEPTEMBER 10, 2018
9:00 A.M.

BOOK 40 PAGE 206

The Lafayette County Commission met on the above date and hour for a regular scheduled meeting. The meeting was held in the County Commissioner's meeting room in Mayo, Florida. The following members were present: Commissioner Lance Lamb, Dist. 1; Commissioner Thomas E. Pridgeon, Jr., Dist. 2; Commissioner Lisa Walker, Dist. 3; Commissioner Anthony Adams, Dist. 4; Commissioner Earnest L. Jones, Dist. 5; and Leenette McMillan-Fredriksson, County Attorney.

APPROVE THE MINUTES

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

FORESTRY ANNUAL REPORT

Dwayne Koon and Jared Beauchamp went over the Forestry Annual Report with the Board. No action was taken on this.

REQUEST TO PURCHASE DUMPSTERS

Scott Sadler requested permission from the Board to purchase 22 – 6 yard dumpsters and 2 – 8 yard dumpsters from the National Buyers List in the amount of \$19,848.00. This is already a budgeted item, and the price includes the delivery charge. On a motion by Mr. Pridgeon and a second by Mrs. Walker, the Board voted unanimously to approve this purchase.

SELECT AN ENGINEERING FIRM FOR MCCRAY ROAD

On a motion by Mrs. Walker and a second by Mr. Lamb, the Board voted unanimously to select Darabi & Associates as the Engineering Firm for the McCray Road project, and Dewberry as the CEI.

On a motion by Mrs. Walker and a second by Mr. Lamb, the Board voted unanimously to rescind the previous action of the Board approving Darabi & Associates for Engineering Services on McCray Road.

On a motion by Mr. Adams and a second by Mr. Pridgeon, the Board voted unanimously to enter into negotiations of the fee structure with Darabi & Associates on the McCray Road project, and to appoint a committee to do so. On a motion by Mr. Lamb and a second by Mrs. Walker, the Board voted unanimously to appoint Mr. Jones, Scott Sadler, and Steve Land to this committee.

ANNUAL AGREEMENT FOR COMPREHENSIVE PLANNING SERVICES

On a motion by Mr. Lamb and a second by Mr. Adams, the Board voted unanimously to approve the annual agreement with the North Central Florida Regional Planning Council for Comprehensive Planning Services.

ANNUAL AGREEMENT FOR MONITORING HAZARDOUS WASTE GENERATORS

On a motion by Mr. Adams and a second by Mr. Pridgeon, the Board voted unanimously to approve the annual agreement with the North Central Florida Regional Planning Council for the monitoring of hazardous waste generators.

NON-AD VALOREM ASSESSMENT ROLL

On a motion by Mr. Lamb and a second by Mrs. Walker, the Board voted unanimously to approve the Non-Ad Valorem Assessment Roll.

APPOINT MEMBERS TO THE VALUE ADJUSTMENT BOARD

On a motion by Mr. Lamb and a second by Mrs. Walker, the Board voted unanimously to appoint Mr. Pridgeon and Reba Blackshear to the Value Adjustment Board.

APPROVE THE BILLS

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

General Fund - \$267,439.06
Emergency 911 Fund - \$262.26
Industrial Park Fund - \$37,516.10

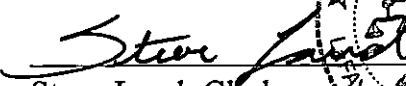
ADJOURN

On a motion by Mr. Pridgeon and a second by Mr. Lamb, the Board voted unanimously to adjourn.

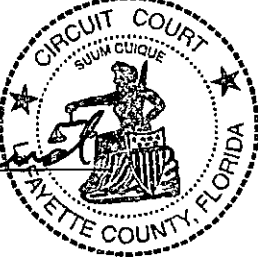


Ernest L. Jones, Chairman

Attest:



Steve Land, Clerk

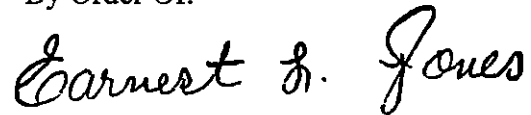


Approved this 24th day of September, 2018.

**AMENDED
PUBLIC NOTICE**

The Lafayette County Commission will be holding a regular scheduled meeting on Monday, September 10, 2018 at 9:00 a.m. The meeting will be held in the County Commissioner's Meeting Room at the Lafayette County Courthouse in Mayo, Florida. Listed below is an agenda for the meeting.

By Order Of:



Earnest L. Jones, Chairman
Lafayette County Commission

BOARD OF COUNTY COMMISSIONERS:

1. Open the meeting.
2. Invocation and pledge to the flag.
3. Approve the minutes.
4. Requests and comments from the community.
 - A) Forestry Annual Report.
5. Department Heads:
 - A) Marcus Calhoun – Maintenance.
 - B) Scott Sadler – Public Works.
 - C) Robert Hinkle – Building/Zoning.
 - D) Marty Tompkins – EMS.
 - E) Jana Hart – Extension Office.
6. Select an engineering firm for McCray Road.
7. Approve the annual agreement with the North Central Regional Planning Council for Comprehensive Planning Services.
8. Approve the annual agreement with the North Central Regional Planning Council for the monitoring of hazardous waste generators.
9. Approve the Non-Ad Valorem Assessment Roll.
10. Appoint two members to the Value Adjustment Board.
11. Leenette McMillan-Fredriksson – various items.
12. Approve the bills.
13. Other Business.
14. Adjourn.

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All members of the public are welcome to attend. Notice is further hereby given, pursuant Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based.

*Persons with disabilities requesting reasonable accommodations to participate in this proceeding should contact (386) 294-1600 or via Florida Relay Service at (800) 955-8771.
See www.lafayetteclerk.com for updates and amendments to the agenda.*

FISCAL YEAR 2019

HAZARDOUS WASTE MONITORING AGREEMENT BETWEEN

BOARD OF COUNTY COMMISSIONERS
OF LAFAYETTE COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this 10th day of September 2018, by and between the Board of County Commissioners of Lafayette County, Florida, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - SCOPE OF SERVICES

The Planning Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of One Thousand Four Hundred Nine Dollars and No Cents (\$1,409.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated herein by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2018 and shall end on September 30, 2019. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

ARTICLE IV - TERMINATION WITHOUT CAUSE

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

ARTICLE V - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

ARTICLE VI - NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

ARTICLE VII - LIABILITY

The Planning Council hereby agrees to hold harmless the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the County Clerk of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Lafayette County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Lafayette County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

ARTICLE XI - AMENDMENT OF AGREEMENT

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

ARTICLE XII - COMPLETE CONTRACT

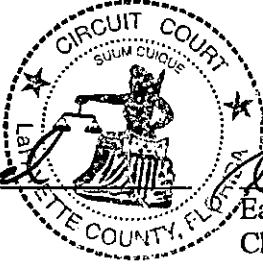
This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF LAFAYETTE COUNTY

Attest:

Seal



Steve Land
Steve Land
County Clerk

Earnest L. Jones
Earnest L. Jones
Chair

NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL



Attest:

Scott R. Koons
Scott R. Koons
Executive Director

Louie Davis
Louie Davis
Chair

APPENDIX A

SCOPE OF WORK

The Council will complete the annual verification of hazardous waste management practices for twenty (20) percent of the potential small quantity generators located within the County as required by Sections 403.7234 and 403.7236, Florida Statutes. All verifications will be made by on-site visits to the places of business of potential small quantity generators. The verification information will be entered into the Florida Department of Environmental Protection on-line database as required by the Department.

The Council will notify all identified known and potential small quantity generators of their legal responsibilities concerning proper waste management practices, including used oil management. The notification information will be provided to small quantity generators during the site visits and will include information on who to contact at the Council if a facility needs additional information concerning compliance assistance.

FISCAL YEAR 2019

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES

AGREEMENT

BETWEEN THE

BOARD OF COUNTY COMMISSIONERS
OF LAFAYETTE COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

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ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of Thirteen Thousand Dollars and No Cents (\$13,000.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated herein by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

ARTICLE III - TIME COMPLETION

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ARTICLE XII - COMPLETE CONTRACT

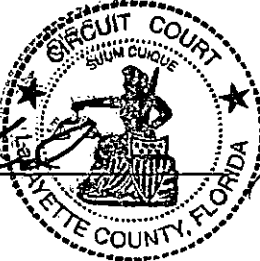
This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.


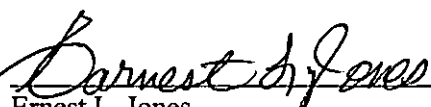
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF LAFAYETTE COUNTY

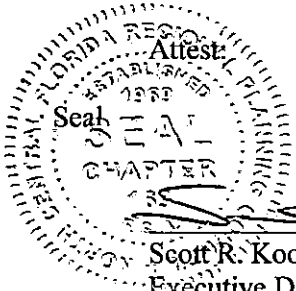
Attest:

Seal


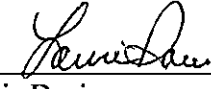


 Steve Land
 County Clerk
  Ernest L. Jones
 Chair

NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL



Attest:

 Scott R. Koons
 Executive Director
  Louie Davis
 Chair

APPENDIX A
SCOPE OF SERVICES

BOOK 40 PAGE 219

FOR THE
FISCAL YEAR 2019

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

The following services will be provided by the Planning Council to the Purchaser.

- I. General Technical Assistance - conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations; and
- II. Amendment Assistance - preparing public notices, draft ordinances, data and analysis and concurrency review for comprehensive plan text and map and land development regulations text and zoning map amendments.

Check History Report
Sorted By Check Number
Activity From: 9/10/2018 to 9/10/2018

BOOK 40 PAGE 220

Lafayette County (GNF)

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
059005	9/10/2018	A3G	A3 Graphics	68.90	Auto
059006	9/10/2018	ALTRA	ALTRA Medical	115.60	Auto
059007	9/10/2018	BPE	Byrd's Power Equipment	159.99	Auto
059008	9/10/2018	BR	Blue Rok, Inc.	7,429.40	Auto
059009	9/10/2018	BTM	Bound Tree Medical, LLC.	59.95	Auto
059010	9/10/2018	CMAC	Coastal Machinery Company	277.14	Auto
059011	9/10/2018	CTY	Cindy Tysall	16.55	Auto
059012	9/10/2018	DBM	Dr. Bogdan Maliszewski	700.00	Auto
059013	9/10/2018	DISH	Dish Network	126.75	Auto
059014	9/10/2018	HASI	Hamlin Auto Supply, Inc	864.39	Auto
059015	9/10/2018	HE	Hatch Enterprises, Inc.	320.00	Auto
059016	9/10/2018	JJG	J & J Gas	251.78	Auto
059017	9/10/2018	JLE	John's Lawn Equipment	283.69	Auto
059018	9/10/2018	KAS	Kelley's Auto Supply	88.11	Auto
059019	9/10/2018	MAP	Mayo Auto Parts	3,381.02	Auto
059020	9/10/2018	MH	Mayo Hardware	2,124.75	Auto
059021	9/10/2018	MT	Mayo Thriftway	204.44	Auto
059022	9/10/2018	MTC	Mayo Truss Company	528.75	Auto
059023	9/10/2018	MTG	Matheson Tri-Gas Inc.	170.78	Auto
059024	9/10/2018	MTRI	Med-Tech Resource Inc.	315.00	Auto
059025	9/10/2018	NFPM	North Florida Pharmacy of Mayo	819.63	Auto
059026	9/10/2018	NTAS	Neece Tire & Auto Service Inc	765.40	Auto
059027	9/10/2018	NTC	Nextran Truck Center - Lake Ci	110.11	Auto
059028	9/10/2018	PJS	Pioneer Janitorial Services	1,112.00	Auto
059029	9/10/2018	PRCO	Preferred Rental Company	5,100.00	Auto
059030	9/10/2018	QC	Quill Corporation	350.28	Auto
059031	9/10/2018	QDDT	Quest Diagnostics	144.00	Auto
059032	9/10/2018	SCBCC	Suwannee County Board of County Commissioners	963.29	Auto
059033	9/10/2018	SVE	Suwannee Valley Electric	28.85	Auto
059034	9/10/2018	TOM	Town of Mayo	799.52	Auto
059035	9/10/2018	W	Windstream	520.23	Auto
059036	9/10/2018	WBH	W. B. Howland Co.	1,208.48	Auto
059037	9/10/2018	AFLAC	AFLAC	1,688.76	Auto
059038	9/10/2018	CSL	Cotton State Life	19.92	Auto
059039	9/10/2018	LCCC	Lafayette County Clerk of Cour	16,471.17	Auto
059040	9/10/2018	LCSC	Lafayette County Sheriff	48,783.00	Auto
059041	9/10/2018	LCSE	Lafayette County Sup of Electi	18,535.83	Auto
059042	9/10/2018	LCSE9	Lafayette County Sheriff	18,749.00	Auto
059043	9/10/2018	LCSLE	Lafayette County Sheriff	57,197.00	Auto
059044	9/10/2018	LCTC	Lafayette County Tax Collector	27,811.33	Auto
059045	9/10/2018	ME	Mowrey Elevator Co of FL	245.37	Auto
059046	9/10/2018	MOS	McCrimon's Office Supply	62.00	Auto
059047	9/10/2018	PD	Public Defender Occupancy Acco	364.00	Auto
059048	9/10/2018	PDIT	Public Defender I.T.	255.00	Auto
059049	9/10/2018	SA	Jeff Siegmeister	1,650.72	Auto
059050	9/10/2018	SAIT	Jeff Siegmeister	775.73	Auto
059051	9/10/2018	KAS	Kelley's Auto Supply	54.90	Auto
059052	9/10/2018	LCPA	Lafayette County Property App.	27,998.47	Auto
059053	9/10/2018	WRW	W R Williams Distributors	17,368.08	Auto
Bank A Total:				<u>267,439.06</u>	
Report Total				<u>267,439.06</u>	

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE
LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 10TH DAY OF SEPTEMBER, 2018.

Lana Tol
Thomas P. Pugh
Rita Walker
Anthony Adams
Carnest L. Jones

BOOK 40 PAGE 221


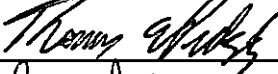


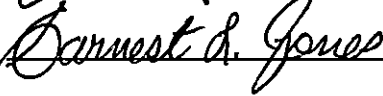
BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE INDUSTRIAL PARK FUND.

FROM THE LAFAYETTE COUNTY STATE BANK, ON SEPTEMBER 10, 2018.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
WinSupply	Maint-AgriMetal	552-466		\$ 130.55
Clemons, Rutherford & Assoc.	Construction	552-630		\$ 37,385.55
TOTAL				\$ 37,516.10

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 10TH DAY OF SEPTEMBER, 2018.

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.

FROM THE FIRST FEDERAL BANK, ON SEPTEMBER 10, 2018.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
Windstream	Communications	526-410	_____	\$ 262.26
TOTAL				\$ 262.26

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 10TH DAY OF SEPTEMBER, 2018.

