REGULAR MEETING SEPTEMBER 12, 2016 9:00 A.M.

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 Donnie Hamlin, Dist. 3; Commissioner Earnest L. Jones, Dist. 5; and Leenette McMillan-Fredriksson, County Attorney.

OPEN THE BOARD OF ADJUSTMENTS MEETING

RESOLUTION NO. SE 16-03

On a motion by Mr. Jones and a second by Mr. Pridgeon, the Board voted unanimously to have Mrs. McMillan-Fredriksson read Resolution No. SE 16-03 by title only.

On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to approve the Resolution to allow a corn dispensing bin for Earl Byrd, as agent for T.W. Byrd's Sons, Inc.

ADJOURN THE BOARD OF ADJUSTMENTS MEETING

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

OPEN THE BOARD OF COUNTY COMMISSIONERS MEETING

APPROVE THE MINUTES

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

PARENT PARCEL AND COUNTY ROADS

On a motion by Mr. Jones and a second by Mr. Lamb, the Board voted the following way regarding parent parcels and county roads: when a county road separates a parent parcel from a subordinate parcel, thereby creating 2 separate parcels, then both lots may be classified as

separate non-conforming lots, if applicable, and may be permitted separately upon the approval of the County Commission.

CONTINUATION OF PUBLIC HEARING FOR FERRELL SULLIVAN

The Board continued the Public Hearing on Ferrell Sullivan from the last meeting. Mr. Sullivan has requested to vacate his two (2) lots, which are lots 3 & 4 of block B, in Pickett Lake Meadows Subdivision. On a motion by Mr. Lamb and a second by Mr. Pridgeon, the Board voted unanimously to approve Mr. Sullivan's request and to vacate his lots from the subdivision.

DIVISION OF FORESTRY ANNUAL REPORT

On a motion by Mr. Jones and a second by Mr. Lamb, the Board voted unanimously to approve the Division of Forestry Annual Report.

AGREEMENT FOR DISASTER RECOVERY SERVICES

On a motion by Mr. Pridgeon and a second by Mr. Jones, the Board voted unanimously to approve the agreement for Disaster Recovery Services with Grubbs Emergency Services, LLC.

HAZARDOUS WASTE GENERATORS MONITORING AGREEMENT

On a motion by Mr. Lamb and a second by Mr. Pridgeon, the Board voted unanimously to approve the agreement with the North Central Florida Regional Planning Council for monitoring Hazardous Waste Generators.

COMPREHENSIVE PLANNING SERVICES AGREEMENT

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

PURCHASE MOSQUITO SPRAYER

On a motion by Mr. Jones and a second by Mr. Lamb, the Board voted unanimously to purchase a mosquito sprayer with the monthly funds received from the Health Department for mosquito control.

APPROVE THE BILLS

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

General Fund - \$232,091.98 Emergency 911 Fund - \$795.75 Industrial Park Fund - \$61.15

BUILDING OFFICIAL POSITION

On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to re-advertise for the Building Inspector position.

VETERAN'S SERVICE OFFICER POSITION

On a motion by Mr. Lamb and a second by Mr. Pridgeon, the Board voted unanimously check with the Veteran's Service Officer in Suwannee County, Ellis Gray, to see if he would be interested in filling the vacancy for Lafayette County one day a week, before advertising to fill the vacancy.

APPOINT VALUE ADJUSTMENT BOARD MEMBERS

On a motion by Mr. Jones and a second by Mr. Pridgeon, the Board voted unanimously to appoint Lance Lamb, Thomas E. Pridgeon, Jr. and Brandon Hewett, as the citizen, to the Value Adjustment Board.

ANNUAL HEALTH DEPARTMENT CONTRACT

On a motion by Mr. Pridgeon and a second by Mr. Jones, the Board voted unanimously to table approving the annual Health Department contract until the next meeting.

ANNUAL CONTRACT WITH THE DEPARTMENT OF TRANSPORTATION FOR CAUTION LIGHTS

On a motion by Mr. Jones and a second by Mr. Pridgeon, the Board voted unanimously to approve the annual contract with the Florida Department of Transportation for the maintenance of all caution lights in the county.

LAFAYETTE ACTIVITIES GROUP REQUEST

On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to approve a request from the Lafayette Activities Group to use the Mayo Community Center twice a month to hold their meetings at no charge, as long as there is no conflict with other renters.

ADJOURN

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

Home

Curtis O. Hamlin, Chairman

Attest:

Ricky Lyons, Clerk

Approved this 26th day of September 2016.

BOOK 37 PAGE 302 RESOLUTION NO. 2016-9-1-1

WHEREAS, the Florida Department of Transportation has amended their traffic signal maintenance and compensation agreement with Lafayette County, financial project ID: 41352418806, 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 amendment project no.: 41352418806 for the maintenance and compensation of traffic signals 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 12th day of September, 2016.

Board of County Commissioners Lafayette County, Florida

Hamlin, Chairman

Attest:

Lyons, C



August 25, 2016

Lafayette County BOCC Po Box 88 Mayo, FL 32066

RE: Agreement for Disaster Recovery Services

Dear Steve Land,

This letter serves as an official request from Grubbs Emergency Services, LLC to Lafayette County for the extension of the Disaster Recovery Services contract which the County piggyback on Levy County. The said agreement is up to renew May 9, 2016 and has a renewal option of an additional five years Grubbs Emergency Services, LLC agrees to extend the contract December 31, 2016.

All terms and conditions of this contract including pricing will remain the same for the period of this renewal. Please sign both copies of the Agreement and return one (1) copy for our records. If I may be of further assistance, please feel free to contact me. Thank you in advance for the opportunity to provide disaster recovery services to your community in the event of a manmade or natural disaster.

Grubbs Emergency Services, LLC

By: Printed Name John G. Grubbs

Title: Managing Member

Dated

Lafayette County Florida

Into O Hanh Bv: >

Printed Name: _____ e Homely

Title: Chairman

Dated: 9-12-16

16533 US Hwy 19 Hudson, FL 34667

P.O. Box 12113 Brooksville, FL 34603-2113 www.grubbses.com

_ ___ =



CERTIFICATE OF LIABILITY INSURANCE

_

DATE (NUM/DD/YYYY)

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the					
ceruticate holder in lieu of such endorsement(s).				ngnis io the	
PRODUCER	CONTACT Daniel	le Healis			
Killingsworth Agency		796-1451	FAX (A/C, No): (352)7	99-5986	
19259 Corter Blvd.	E-MAIL ADDRESS:				
P. 0. Box 1750	INS	URER(S) AFFO		NAIC#	
Brooksville FL 34605-1750	INSURER A :Seneca	INSURERA: Seneca Specialty Insurance Co			
INSURED	INSURER B AMORIC	19704			
Grubbs Emergency Services LLC	INSURER C:Scotts	INSURERC: Scottsdale Insurance Company			
P.O. Box 468	INSURER D :				
Aripeka FL 34679	INSURER E :				
COVERAGES CERTIFICATE NUMBER:16-17	INSURER F :			<u> </u>	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW	HAVE BEEN ISSUED TO	THE INSUR	REVISION NUMBER:		
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFO EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HA	on of any contract Rded by the policie	OR OTHER	DOCUMENT WITH RESPECT TO TO HEREIN IS SUBJECT TO ALL	MARCH THE	
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A CLAIMS-MADE X OCCUR			DAMAGE TO RENTED PREMISES (Ea occurrence) \$	100,000	
X BAG10108294	2/10/2016	2/10/2017	MED EXP (Any one person) \$	5,000	
			PERSONAL & ADV INJURY \$	1,000,000	
			GENERAL AGGREGATE \$	2,000,000	
			PRODUCTS - COMPIOP AGG \$	2,000,000	
			COMBINED SINGLE LIMIY		
			COMBINED SINGLE LIMIY \$	1,000,000	
	10/0/0015	10/0010	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$		
AUTOS AUTOS X 01CI72544330	10/3/2015	10/3/2016	PROPERTY DAMAGE	· _	
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DED X RETENTIONS 0 XBS0060137	2/10/2016	2/10/2017	s	3,000,000	
WORKERS COMPENSATION			PER OTH- STATUTE ER		
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(Mandstory in NH)			EL DISEASE - EA EMPLOYEE \$		
If yes, describe under DESCRIPTION OF OPERATIONS below			EL DISEASE - POLICY LIMIT S		
			•		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Limits shown are those in effect at policy inception date.					
Certificate holder is listed as additional insured in reference to General Liability and Automobile					
Liability.					
CERTIFICATE HOLDER	CANCELLATION				
CERTIFICATE HOLDER CANCELLATION					
			ESCRIBED POLICIES BE CANCELL		
Lafayette County Emergency Management THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED			IVERED IN		
Attn: Alton L. Scott EM Coordinator ACCORDANCE WITH THE POLICY PROVISIONS.			[
PO Box 344 Mayo, FL 32060 Authorized representative					
	Danielle Heali	s/CLARE	Samille U. +	tealis	
	© 198	8-2014 ACC	ORD CORPORATION. All righ	ts reserved.	

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE					Date 1/5/2016			
Produ	loer:	Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691			This Certifica rights upon i	ate is issued as a matter	r of information only and co This Certificate does not an e policies below.	ufers no
	_	(727) 938-5562				Insurers Affording Cov	erage	NAIC #
Insur	ed:	South East Personnel Leasing,	Inc. & Subsidia	aries	Insurer A:	Lion Insurance Company		11075
		2739 U.S. Highway 19 N.			Insurer B:			
		Holiday, FL 34691			Insurer C:			
					Insurer D:			
Cove	2000							
The polic with resp	ies of in act to w	surance listed below have been issued to the insure hich this certificate may be issued or may penaln, th have been reduced by paid claims.	d named above for the po a Insurance afforded by t	olicy peri he polici	od indicated. No es described here	twithstanding any requirement an is subject to all the terms, e	, term or condition of any contract or xiclusions, and conditions of such po	other document licies. Aggregate
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number		y Effective Date //DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	· · · · · · · · · · · · · · · · · · ·
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		Commercial General Liability Claims Made Occur					Damage to rented premises (EA occurrence)	5
		[4			1	Med Exp	5
			4 1				Personal Adv Injury	s
		General aggregate limit applies per: Policy Project LOC					General Aggregate	\$
			1 1				Products - Comp/Op Agg	s
							Combined Single Limit	1
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]	ł I				Property Damage (Per Accident)	
-			╞╼╼╾┼			[₽ <u></u>
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		vietor/partner/executive officer/member					E.L. Disease - Ea Employee	\$1,000,000
l II	Yes, d	escribe under special provisions below.	5 I				E.L. Disease - Policy Limits	\$1,000,000
			<u> </u>			I	E.C. Disease - Poincy Linus	\$1,000,000
Other Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616								
•		of Operations/Locations/Vehicles/E		-	-	•	Client ID: 82-6	5-070
Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": Sun West Acquisition Corp. dba Grubbs Emergency Services, LLC								
Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in AL.								
Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity,								
A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.								
	7-863-9	: 5003 & 727-245-6999 & 386-294-2848 / ISSU E 03-11-14 (TD)	E 04-29-11 (TD) / REI	ISSUE (05-03-11 (TD)R	eissued 12/10/12 (SH) / R	EISSUE 01-11-13 (JG) / Reissu	ed 12/9/13
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CERTIF	CATE	HOLDER LAFAYETTE COUNTY EMERGENCY M	ANAGEMENT	Shoul			lied before the expiration date there	
ATTN: ALTON L, SCOTT do so shall impose no obligation or liability of any kind upon the insurer, its agents or representative				eff, but failure to				
	P.O. BOX 344							
MAYO, FL 32060			Joh d. Romens					

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FISCAL YEAR 2017

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 ______ day of ______ 2016, 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

1

This Agreement shall begin on October 1, 2016 and shall end on September 30, 2017. 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

1

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.

BOARD OF COUNTY COMMISSIONERS

OF LAFAYETTE COUNTY

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.

Attest: Seal met-5 ¥. Curtis O. Hamlin Ricky ons TECOU Chair County Clerk NORTH CENTRAL FLORIDA **REGIONAL PLANNING COUNCIL** annann, Scott R. Koons **Rick Davis Executive Director** Chair

n

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.

o:\dwayne\hazardous waste monitoring sqg agreements\2017\2017 sqg agreements merge.docx

FISCAL YEAR 2017

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES

AGREEMENT

BETWEEN THE

BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this ______ day of ______ 2016, 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 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

This Agreement shall begin on October 1, 2016 and shall end on September 30, 2017. 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 shall, in all solicitations or advertisements for employees placed by or on behalf of 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.

Attest: Seal Ricky Ly County Clerk l_c Scott R. Koons **Executive Director**

who

BOARD OF COUNTY COMMISSIONERS

OF LAFAYETTE COUNTY

Curtis O. Hamlin Chair

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

Rick Davis Chair

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APPENDIX A

BOOK 37 PAGE 315

SCOPE OF SERVICES

FOR THE

FISCAL YEAR 2017

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

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

. . . .

- I. <u>General Technical Assistance</u> conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations; and
- II. <u>Amendment Assistance</u> 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.

FLORIDA FOREST SERVICE BOOK 37 PAGE 316 ANNUAL REPORT

COOPERATIVE FORESTRY ASSISTANCE AND FOREST PROTECTION PROGRAMS

LAFAYETTE COUNTY, FLORIDA



In accordance with the cooperative agreement between the Lafayette County Board of County Commissioners and the Florida Forest Service, we are pleased to submit this report covering the activities of the Cooperative Forestry Assistance Program and the Forest Protection Program for the 2015-2016 fiscal year, covering the period of July 1, 2015 to June 30, 2016.

Introduction

The mission of the Florida Forest Service is to protect Florida and its people from the dangers of wildland fire and manage the forest resources through a stewardship ethic to assure they are available for future generations. The strategies employed to accomplish our mission are:

Our vision is to accomplish this mission with the key value of earning the public trust through serving people. The Florida Forest Service envisions a leadership role to ensure that natural resources will be managed in a way that perpetuates their special character and meets the changing social and economic needs of the people who live and visit here. It will assume a strong advocacy role for public safety to meet the challenges of wildland fires facing Florida. The strategies employed to accomplish this mission are as follows:

- Provide leadership to protect forests, wildlands, and the public from the destructive effects of wildfire.
- Promote sound forest management practices, which maintain the integrity of the environment and provide for Florida's future natural resource needs.
- Educate the public about the importance of Florida's forests and promote the renewal and protection of these resources.
- Manage public lands for their unique character and to provide multiple public benefits.
- Encourage Florida's communities to establish and perpetuate their urban forest.
- Encourage family forest owners to attain their forestland management goals with guidance and technical assistance that promotes good land stewardship principles.
- Improve the quality of service through the training and development of our people our single greatest resource. This leadership will encourage innovation, excellence and freedom for personal growth.



Forest Protection Program

The Florida Forest Service provides wildland fire protection in Lafayette County through a cooperative agreement with the county. This agreement ensures a complete understanding of the commitment between Lafayette County and the Florida Forest Service for emergency response. The county operating plan is a working document that outlines the capabilities and responsibilities of each cooperating agency including the timber cooperators. The public benefits when all agencies establish coordinated efforts to handle the same emergency. Additionally, we look for support from emergency service organizations to implement wildland/urban interface mitigation programs throughout the entire year. With the help of the county commission, we will ensure the citizens have the protection they need from wildland fires.

The Florida Forest Service maintains three Type-2 tractor-plow units, one Type-1 tractor, one 5,000 gallon water tender and a 300 gallon brush patrol (below) to scout and suppress wildland fires within the county. Also, the Florida Forest Service Rural Community Fire Protection program continues to provide equipment to fire departments at little or no cost to help them meet their emergency response needs. For the first time in at least two years we are fully staffed here in Lafayette County.



New 2015 Dodge 5500 4x4 300 gallon brush truck

Wildfire Activity

Fire occurrence in Lafayette County was, up just a little from last fiscal year. Florida Forest Service personnel responded to 15 wildfires that burned a total of 74.2 acres. These numbers are higher to the previous year when 9 wildfires burned a total of 27.2 acres. These numbers can be attributed to both natural causes and ongoing fire prevention efforts. The table shown (below) provides a breakdown of the number of fires and acres burned by cause during fiscal year 2015-2016.

WILDFIRE CAUSES LAFAYETTE COUNTY JULY 1, 2015 - JUNE 30, 2016

CAUSE	FIRES	ACRES
LIGHTNING	7	23.2
CAMPFIRES	0	0.0
SMOKING	0	0.0
DEBRIS BURNING	5	25.3
INCENDIARY	0	0.0
EQUIPMENT	1	20.0
RAILROAD	0	0.0
CHILDREN	0	0.0
UNKNOWN	1	0.5
MISCELLANEOUS	1	5.2
TOTAL	15	74.2

Open Burning Program

Through the administration of the state's outdoor burning program, the Florida Forest Service issues burning authorizations for agricultural, silvicultural and land clearing purposes to the residents of Lafayette County. Through this process, the FFS is better able to regulate and ensure proper and safe outdoor burning. During the past fiscal year in Lafayette County, 970 burn authorizations were issued for a total of 10,247 acres and 3,327 pile burns.

Florida Forest Service personnel conduct on-site inspections on all first-time authorized burners. This practice helps to ensure that all burners are aware of the laws and know the requirements of legal burning. These inspections help reduce the number of health related smoke complaints and also provide a wildfire prevention benefit. In addition, compliance checks are often conducted by FFS personnel to ensure compliance with safe burning practices and legal requirements. Both the health and safety of Lafayette County residents are of major concern, and we take continuous steps to mitigate the health and safety issues that are associated with all outdoor, open burning.

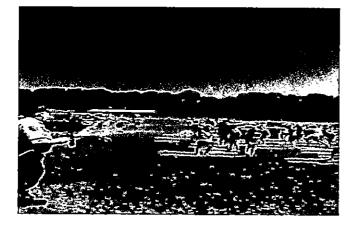
The Florida Forest Service also offers pre-suppression fire line construction and prescribed burning services to private landowners. These services help to minimize the impacts of wildfire and reduce hazardous fuel build-up. This past fiscal year, pre-suppression efforts included 8 plowing requests for a total of 1,774 acres protected and two burn assists for a total of 1,089 acres protected.



300 Acre Mallory Swamp Prescribed Burn

Fire Prevention

The Florida Forest Service was very active in fire prevention efforts in Lafayette County in fiscal year 2015-2016. Among the programs and events in which we participated were Pioneer Day, the Lafayette High School Homecoming Parade, 4-H and Smokey Bear programs at several schools including Lighthouse Christian Academy, Learning Corner, Mayo Learning Center and Lafayette Elementary School.



End of the school year Water Day Lafayette Elementary School

San Pedro Bay Landowners Association

The San Pedro Bay Landowners Association (SPBLA) consists of landowners, land managers, state agencies, county governments, and other interested parties working together as a unified team in forest resource protection. SPBLA members share a common interest in managing, protecting and promoting forest resources in and around the San Pedro Bay area with a stewardship ethic to ensure that these resources will be available for future generations. The role of the Florida Forest Service is to provide technical assistance to the members of the SPBLA. During the past fiscal year, the annual SPBLA meeting was held on April 8th at M.A Rigoni's office in Perry FL.

Cooperative Forestry Assistance Program

The services provided by the county forester range from simple tree species identification and insect/disease diagnosis to the completion of comprehensive, multiple-use forest management plans for the private, non-industrial forest landowners of Lafayette County. Also included in the responsibilities of the county forester are public information and education, administration of federal cost-share programs, state lands management, and wildfire suppression assistance. Below is a brief overview of the accomplishments in Lafayette County for the past fiscal year.

Landowner Assistance

During the 2015-2016 fiscal year, the county forester made more than 328 assists to the residents of Lafayette County involving over 9,000 acres of land. 226 of these were field assists by the county forester to forest landowners and homeowners. These field assists included the development of forest management plans, reforestation projects, seedling sales, insect and disease detection and suppression, assistance in marketing forest products, prescribed burning, water quality enhancement advice and economic/taxation information.

An additional 102 assists were considered incidental assists. An incidental assist is any activity or recommendation not involving a field visit. These assists are typically handled by phone, office visit or mail, and they consume a significant number of hours over the course of a year.

The services provided by the county forester range from simple tree species identification and insect/disease diagnosis to the completion of comprehensive, multiple-use forest management plans for the private, non-industrial forest landowners of Lafayette County. Also included in the responsibilities of the county forester are public information and education, administration of federal cost-share programs, state lands management, and wildfire suppression assistance. Below is a brief overview of the accomplishments in Lafayette County for the past fiscal year.

Forest Information and Education

The county forester conducted nine forestry and environmental education programs during the past fiscal year. More than 600 student contacts were made at events which included the FFA State Forestry Contest, the FFA District Forestry Contest, agriculture classes taught at Lafayette High School, Lafayette Elementary School, Arbor Day tree plantings, and local 4-H events. In addition, forest information activities included several news articles submitted to the Mayo Free Press that kept Lafayette County residents informed about various forestry related topics.

The county forester also assisted with several Smokey Bear programs in the local schools and libraries. These programs are designed to help teach young children the importance of wildfire prevention for the community and environment.

Forest Health

Southern pine beetle activity in Lafayette County has been very limited in recent years; however because of the warm and dry winter the Southern Pine Beetle (SPB) and other bark beetles have a higher occurrence than previous years. Lafayette County had several Ips engraver beetle spots that resulted less than 100 acres of timber killed and only 2 Southern Pine Beetle spots near the river that resulted in 20 acres lost or killed. Twin River State Forest has been hit hard with over 150 acres of SPB activity.

In addition, the county forester completed a total of 48 forest health inspections on 1290 acres in the 2015/2016 fiscal year. These inspections involved various insect identifications as well as pitch canker and fusiform rust diagnoses.

Federal Assistance Programs

The Forest Stewardship Program encourages forest landowners to practice multiple-use resource management. This program provides a wide array of technical assistance and management advice through a comprehensive forest management plan available to landowners at no cost or obligation. There are currently 67 Lafayette County landowners involved in the Forest Stewardship Program for a total of 11,792 acres.

The Environmental Quality Incentives Program (EQIP) also provides an opportunity for technical advice and cost-sharing assistance to Lafayette County's forest landowners. It is primarily focused on wildlife management with an emphasis on timber stand improvement and invasive exotic plant species control. This program is administered through the Natural Resources Conservation Service (NRCS) office, and the county forester provides technical advice on recommended forestry practices. This past fiscal year, 7 landowners signed up for forestry related EQIP practices in Lafayette County.



The Southern Pine Beetle Prevention and Assistance Program focuses on reducing the risks of southern pine beetle outbreaks by encouraging proactive forest management. It provides funds for thinning operations, underbrush removal, prescribed burning and the planting of longleaf pine. This program focuses on longleaf planting due to the species natural resistance to southern pine beetle. During the past fiscal year, five landowners applied for the cost share program totaling 322 acres.

The American Tree Farm program certifies landowners as a sustainable producer of timber and requires a multiple resource plan. This past fiscal year, the county forester certified or recertified one Tree Farm property encompassing 80 acres.

State Lands Management

The Florida Forest Service is not the lead management agency on any state owned land within Lafayette County; however assistance is extended to other state agencies such as the Florida Fish and Wildlife Conservation Commission and the Suwannee River Water Management District. The county forester occasionally assists with timber management activities and insect/disease identification and control on these properties.

Training

The county forester also attended 62 hours of training to enable him to better serve the residents of Lafayette County. The bulk of this training was focused on Geographic Information System mapping and the use of new technology for the Longleaf Pine geodatabase. Other training included GIS mapping, Cooperative Forestry Assistance (CFA) programs and insect and disease detection along with herbicide use and release use on pines and site preparation applications.

Conclusion

The primary goal of the CFA project in Lafayette County for the new fiscal year remains unchanged. Through the office of the county forester, the Florida Forest Service will continue to increase the visibility of the services which are provided to the citizens of Lafayette County. Through this exposure, more people will be made aware of the value and importance of timber production and natural resource management.

The Florida Forest Service is proud of the investment it has made in the natural resources of Lafayette County and its ability to assist the residents of the county. Fire prevention and suppression will continue to be a major focus of this agency due to an ever increasing population. Through the cooperative forestry agreement, we will continue to provide sound forest management advice to both the citizens and local governments of Lafayette County.

It is our policy to maintain an effective level of service and make any necessary improvements as needs are identified to serve the citizens of Lafayette County. For that reason, the Board of County Commissioners of Lafayette County is requested to provide comments or suggestions to assist the Florida Forest Service in providing the best service possible.

Respectfully submitted,

Jon McClellan Forest Area Supervisor Florida Forest Service Mayo Forestry Station 203 W. US 27 Mayo, FL 32066 386-294-2364

Jared Beauchamp

County Forester Florida Forest Service Mayo Forestry Station 203 W. US 27 Mayo, FL 32066 386-294-2326

MAYO FREE PRESS Published Weekly Post Office Box 370 386-362-1734 Live Oak, Florida 32064

> STATE OF FLORIDA COUNTY OF LAFAYETTE:

Before the undersigned authority personally appeared

LOUISE SHEDDAN

who on oath says that she is Legal Secretary

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

PUBLIC NOTICE

in the matter of

LAFAYETTE COUNTY SPECIAL EXCEPTION RE: CORN DISPENSING BIN

was published in said newspaper in the issues of

SEPTEMBER 1, 2016

Affiant further says that the said , The Mayo Free Press is a newspaper published at Mayo in said Lafayette County, Florida, and that the said newspaper has heretofore been continuously published in said Lafayette County, Florida, each week and has been entered as second class mail matter at the post office in Mayo, in said Lafayette County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Sworn to and subscribed before me this 1st day of September, 2016.

(SEAL) Notary Public

Personally known **b** or produced identification

Type of identification produced_



NOTICE OF A PUBLIC HEARING **CONCERNING A SPECIAL EXCEP-**TION AS PROVIDED FOR IN THE LAFAYETTE COUNTY LAND **DEVELOPMENT REGULATIONS**

BY THE BOARD OF COUNTY COMMIS-SIONERS 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 a special exception , as described below, will be heard by the Board of County Commissioners serving as the Board Of Adjustments of Lafayette County, Fiorida, at a public hearing on September 12, 2016 at 9:00AM, or as soon thereafter as the matter can be heard, in the Commissioners meeting room located on the 2nd floor of the courthouse, located at 120 West Main Street, 'Mayo, Florida.

A Special Exception Is requested in conformity with the Land Development Regulations to permit a Corn Dispensing Bin on the property described below and conformity with the site plan dated 08/23/16

A parcel of land in Section 19, Township 06 South, Range 14 East, Lafayette County, Florida, being more particularly described as follows:

LEG 0094.00 ACRES SW1/4 OF NE1/4; SE1/4 OF NW1/4;S1/2 OF SW1/4 OF NW1/4, LESS PARCEL DESC. IN DB 47 P. 153. LESS ROADRIGHT OF WAY. OR BK 90 P. 345-346 592-593. OR BK 127 P. 483-484.

The above described parcel contains '94 ACRES Parcel: 19-06-14-0000-0000-00300

, 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 pub-lic hearing shall be announced during the public hearing and that no further notice concerning the matter will be published, unless said continuation exceeds six cal-endar 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 proposed special exception.

Copies of the proposed special exception are available for public inspection at the Office of the Land Development Regulafions Administrator, County Courthouse, flocated 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 pro-ceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, 09/01/2016

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RESOLUTION NO. SE16-03

BOOK 37 PAGE 326

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, SERVING AS THE BOARD OF ADJUSTMENT OF LAFAYETTE COUNTY, FLORIDA, GRANTING WITH APPROPRIATE CONDITIONS AND SAFEGUARDS A SPECIAL EXCEPTION AS AUTHORIZED UNDER SECTION 3.2 OF ORDINANCE NO. 2000-5, ENTITLED LAFAYETTE COUNTY LAND DEVELOPMENT REGULATIONS; PROVIDING FOR A SPECIAL EXCEPTION TO THE PERMITTED USES WITHIN (ESA-2) ENVIRONMENTALLY SENSITIVE AREA – 2 ZONING DISTRICT AS PROVIDED WITHIN SECTION 4.4.5 (4) TO PERMIT THE LOCATION OF A <u>CORN DISPENSING BIN</u> ON CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF LAFAYETTE COUNTY, FLORIDA; PROVIDING FOR REVOCATION OF THE SPECIAL EXCEPTION; REPEALING RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2000-5, entitled 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 with appropriate conditions and safeguards or deny special exceptions as authorized under Section 3.2.4 of the Land Development Regulations;

WHEREAS, a petition for a special exception, SE16-03, 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 special exception, as described below, and considered all comments received during said public hearing and the Concurrency Management Analysis Report concerning said petition for a special exception, 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, to grant within an (ESA-2) ENVIRONMENTALLY SENSITIVE AREA zoning district;

WHEREAS, the Board of County Commissioners, serving as the Board of Adjustment, has determined and found that the granting with appropriate conditions and safeguards of the said petition for special exception, 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 the petitioner has proposed ingress and egress to the property and proposed structures thereon for pedestrian safety and convenience, in a manner that will not have an undue impact on traffic flow and control, and access in case of fire or catastrophe;

Whereas, the Board of County Commissioners, serving as the Board of Adjustment, has determined and found that the special exception, as described below, is generally compatible with adjacent properties, other property in the district and natural resources; and

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

- (a) the proposed use would be in conformance with the Comprehensive Plan and would not have an undue adverse effect on the Comprehensive Plan;
- (b) the proposed use is compatible with the established land use pattern;
- (c) the proposed use will not materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, and streets;
- (d) the proposed use will not have an undue adverse influence on living conditions in the neighborhood;
- (e) the proposed use will not create or excessively increase traffic congestion or otherwise affect public safety;
- (f) the proposed use will not create a drainage problem;

- BOOK 37 PAGE 327
- (g) the proposed use will not seriously reduce light and air to adjacent areas;
- (h) the proposed use will not adversely affect property values in the adjacent areas;
- (i) the proposed use will not be a deterrent to the improvement of development of adjacent

property in accord with existing regulations; and

(j) the proposed use is not out of scale with the needs of the neighborhood or the community

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:

<u>Section 1:</u> Pursuant to petition, SE16-03, by Earl Byrd Agent for T.W. Byrd's Son's Inc. on August 23, 2016 requesting a special exception be granted as provided for in Section 4.4.5 (4) of the Land Development Regulations, the Board of County Commissioners, serving as Board of Adjustments, grants a special exception to permit the location of a Corn Dispensing Bin in accordance with a site plan dated August 23, 2016 submitted as part of a petition dated August 23, 2016 and located on property described as follows:

A parcel of land in Section 19, Township 06 South, Range 14 East, Lafayette County, Florida, being more particularly described as follows:

LEG 0094.00 ACRES SW1/4 OF NE1/4; SE1/4 OF NW1/4;S1/2 OF SW1/4 OF NW1/4. LESS PARCEL DESC. IN DB 47 P. 153. LESS ROADRIGHT OF WAY. OR BK 90 P. 345-346 592-593. OR BK 127 P. 483-484.

The above described parcel contains 94 acres. Parcel: 19-06-14-0000-0000-00300

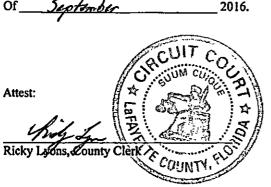
<u>Section 2.</u> A site plan filed with a petition filed August 23, 2016, is herewith made a part of this resolution by reference, shall govern the development and use of the above-described property. Any deviation from the petition shall be deemed a violation of the Land Development Regulations.

<u>Section 3.</u> The use of land approved by this special exception shall be in place, or a valid permit shall be in force for the construction of such land use within <u>twelve (12) months</u> of the effective date of this resolution. If such land use is not in place or if a valid permit for the construction of such land use is not in effect, within <u>twelve (12) months</u> of the effective date of this resolution, this resolution granting with appropriate conditions and safeguards such special exception is thereby revoked and of no force and effect.

Section 4. All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 5. This resolution shall become effective immediately 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 ______day



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

Soul

Curtis O. Hamlin, Chairman

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO, AF FINANCIAL PROJECT NO. 41 F.E.I.D. NO. FE AMENDMENT NO.

NO,	_ARV28	_
NO.	41352418806	
NO.	F596000692006	
NO,		

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this <u>29</u> day of <u>Scolarby</u> <u>2016</u>, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and <u>Lafavette County</u>, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on <u>9,29,16</u> entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

anniss ann Florida 8

Print/Type Name: Title: hallanda

STATE-OF FLORIDA DEPARTMENT OF TRANSPORTATION By

(Autorized Signature)

Print/Type Name: _Jerry Ausher_____

Title District Traffic Operations Engineer

Legal Review

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **ATTACHMENT 1 REVISED TERMS AND CONDITIONS FOR THE** TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22 TRAFFIC OPERATIONS 06/18 Page 1 of 8

CONTRACT NO.	ARV28
FINANCIAL PROJECT NO.	41352418808
F.E.I.D. NO.	F596000692006

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement. RESOLUTION ND- dolla -9-1-1 to enter into this Agreement B. The Maintaining Agency is authorized under <u>Mprotocl by Board 9-12-16</u> to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Аделсу.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of Installation of each of the Traffic Signals and Devices.

- 2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
- 3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
 - The Department has approved a properly completed invoice for reimbursement that was provided to the Department a. outlining the details of the requested reimbursements; and
 - Evidence of the costs incurred were included as an attachment to the invoice. b.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs Incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public sefety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ATTACHMENT 1 REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22 TRAFFIC OPERATIONS 05/15 Page 2 of 6

who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

- 4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
- 5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment maintenance (are a constrained). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
- 6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, Invasion, act of foreign enemies, riot, terrorism or civil disorder;
- (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
- (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.
- 7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
- 8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
- 9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
- 10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time end, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ATTACHMENT 1 REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

- 11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Mainteining Agencies may provide this information electronically.
- 12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates with the Mai authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that Identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
- 13. Payment will be made in accordance with Section 215.422, Florida Statutes.
- 14. There shall be no reimbursement for travel expenses under this Agreement.
- Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- 16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the Involce is received or the goods or services are received, inspected and approved.
- 17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a property completed invoice is provided to the Department.
- 18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- 19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- 20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- 21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Involces submitted after the 120-day time period may not be paid.
- 22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ATTACHMENT 1 REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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"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 such 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 execution only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbalim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

- 23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project Is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
- 24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- 25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
- 27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- 28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
- 29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- 30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintanance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
- 31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions; Critical Detection devices include the detectors on side-streets and in left turn ianes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the elucation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ATTACHMENT 1 REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.

- b. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include ventication that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
- c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.
- 32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
- 33. This Agreement may not be assigned or transferred by the Maintaining Agency In whole or In part without prior written consent of the Department.
- 34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
- 35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
- 35. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
- 37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- 38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
- 39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ATTACHMENT 1 REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

- 40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
- 41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
- 42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- 43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
- 44. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement 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 Agreement term.
- 45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
- 46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to Incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- 47. Exhibits A, B, and C are attached and incorporated into this Agreement.
- 48. This Agreement contains all the terms and conditions agreed upon by the parties.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **ATTACHMENT 1** REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND **COMPENSATION AGREEMENT**

750-010-22 TRAFFIC OPERATIONS 06/16 Exhibit A Page 1 of 1

Reimbursement for Maintenance and Operation

						ibit A			·	
Compensation (2017	for Maint	aining Traffic S	ignals and E	evices for	FY		[
Effective Date: 1 06/30/2017	from_07/	01/2016 Lafayette	to		[<u></u>			
Intersection Location				Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR20, (US27) at CR-53/CR-534			\$783							\$783
SR20, (US27) at SR349			\$783							\$783
SR51 et NE PERRY RD						i 	\$313			\$313
					L	Total L	ump Sum Amount*	<u> </u>	\$1,879.00	

* Amount paid shall be the Total Lump Sum (minus any retainage or forfeiture).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$1,879.00

L Maintaining Agency

Date

District/Traffic Operations Engineer Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ATTACHMENT 1 REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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EXHIBIT B TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus any retainage or forfeiture*) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus any retainage or forfeiture*) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,600 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (*minus any retainage or forfetture*) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

	UTILI CULL	ipensation kate	s per interse	ction on the	state nighv	vay system				
					-	Speed]			
						Activate				
				}		d				
		Traffic Signal				Warning	Traffic			
		-	Intersecti	Pedestria	Emergen	Display	Warni			
		Interconnect	on	n	cy Fire	(SAWD)	лg	Travel	Uninterrupti	
	Traffic	ed &	Control	Flashing	Dept.	or Blank	Beaco	Time	ble Power	
	Signal	monitored	Beacon	Beacon	Signal	Out Sign	n	Detect	Supplies	
FY	5 (TS)	(IMTS)	(ICB)	(PFB)	(FDS)	(BOS)	(TWB)	or	(UPS)	
2014-	\$		_		-					
15*	2,951		\$738	\$295	\$738	\$148	\$148			
2015-16	3,040		760	608	1,064	304	304			
2016-17	3,131	4,500	783	626	1,096	313	313	100	100	
2017-18	Based o	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19		Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based o	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

Unit Compensation Rates per Intersection on the State Highway System

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The Invoice for the costs incurred for the replacement and/or repair of

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ATTACHMENT 1 REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22 TRAFFIC OPERATIONS OB/15 Exhibit B Page 2 of 2

damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to Justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a property completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a guarterly basis.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ATTACHMENT 1 REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22 TRAFFIC OPERATIONS 06/10 Extubit C Page 1 of 1

EXHIBIT C Reimbursement for Replacement and/or Repair of Damaged Traffic Signals and Devices

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:					
Location of Accident/Incident:					
Provide Police Report (If applicable) and the Follow	ing Information:				
 Attach pictures of damaged traffic signals Attach invoices or receipt of equipment p Attach detailed documentation of labor co dates of performance and completion of t 	urchased to replace damaged components. sts associated with replacing and/or repairing damage	ed components, including			
Contract No.:	-				
Project No.:					
	Total Lump Sum Reimbursement Amount	\$			

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Partles agree to the Total Lump Sum Reimbursement Amount set forth above.

Maintaining Agency

Date

District Traffic Operations Engineer Date

RESOLUTION NO. 2016-9-1-1

WHEREAS, the Florida Department of Transportation has amended their traffic signal maintenance and compensation agreement with Lafayette County, financial project ID: 41352418806, 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 amendment project no.: 41352418806 for the maintenance and compensation of traffic signals 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 12th day of September, 2016.

Board of County Commissioners Lafayette County, Florida

Curtis O. Hamlin, Chairman

Attest:

Ricky Lyons, Clei

TO: TO262DJ@dot.state.fl.us SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT ARV28 STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

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Contract #ARV28 Contract Type: AK Method of Procurement: G Vendor Name: LAFAYETTE CO Vendor ID: VF596000692006 Beginning date of this Agmt: 07/01/15 Ending date of this Agmt: 06/30/55 Contract Total/Budgetary Ceiling: ct = 3703.00 ***** ******* Description: Traffic Signal Maintenance and Compensation Agreement ****** ORG-CODE*EO*OBJECT*AMOUNT*FIN PROJECT*FCT*CFDA(FISCAL YEAR)*BUDGET ENTITY*CATEGORY/CAT YEARAMENDMENT ID*SEQ.*USER ASSIGNED ID*ENC LINE(6S)/STATUS Action: SUPPLEMENTAL Funds have been: APPROVED 55 024060262 *A4 *131512 * 1879.00 *41352418806 *342 * 2017 *55150200 *088866/17 *00 *SA 1 S001 *0001/04 TOTAL AMOUNT: *\$ 1,879.00 * FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER DATE: 07/29/2016

Check History Report Sorted By Check Number Activity From: 9/12/2016 to 9/12/2016

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Lafayette County (GNF)

Check	Check	Vendor			
lumber	Date	Number	Name	Check Amount	Check Type
55823	9/12/2016	ADSS	Advanced Disposal Services	180.00	Auto
55824	9/12/2016	AFLAC	AFLAC	1,665.96	Auto
55825	9/12/2016	AMS	Agri-Metal Supply, Inc.	493.15	Auto
55826	9/12/2016	APS	Alachua Pest Services, LLC	435.33	Auto
55827	9/12/2016	ATCL	Andersons' Tri-county Locksmit	576.25	Auto
55828	9/12/2016	BHI	Branford Hardware, Inc.	6.54	Auto
55829	9/12/2016	BR	Blue Rok, Inc.	746.13	Auto
55830	9/12/2016	BSW	Blue Summit Waters, LLC	173.55	Auto
55831	9/12/2016	CINTAS	Cintas Corporation #148	195.72	Auto
55832	9/12/2016	CP	Cheek Pharmacy	51.77	Auto
55833	9/12/2016	CPE	Certified Plumbing & Electric	185.75	Auto
55834	9/12/2016	CSL	Cotton State Life	40.72	Auto
55835	9/12/2016	CTY	Cindy Tysall	25.20	Auto
55836	9/12/2016	DISH	Dish Network	85.61	
55837	9/12/2016	EWL	EnviroWaste LLC	2,425.00	Auto
55838	9/12/2016	FIS	First in Services, LLC	962.12	
55839	9/12/2016	GLC	Greatamerica Financial Service	100.12	
55840	9/12/2016	HASI	Hamlin Auto Supply, Inc	1,592.81	
55841	9/12/2016	HRLP	H.R. Lewis Petroleum Co	100.00	Auto
55842	9/12/2016	JFS	Jiffy Food Stores	751.54	Auto
55843	9/12/2016	JPB	Nature Coast Services, LLC	600.00	Auto
55848	9/12/2016	14H	Lafayette 4-H	2,410.55	Auto
55849	9/12/2016	LCPA	Lafayette County Property App.	3,138.33	Auto
55850	9/12/2016	MAP	Mayo Auto Parts	2,168.05	Auto
55851	9/12/2016	MF	Mayo Fertilizer	1,050.23	Auto
55852	9/12/2016	MH	Mayo Hardware	1,204.35	Auto
55853	9/12/2016	MOS	McCrimon's Office Supply	28.00	Auto
55858	9/12/2016	MT	Mayo Thriftway	201.60	Auto
55859	9/12/2016	MTC	Mayo Truss Company	31.40	Auto
55860	9/12/2016	MTG	Matheson Tri-Gas Inc.	187.58	Auto
		MTRI	Mattheson Thedas inc. Med-Tech Resource Inc.	1,147.33	Auto
55861	9/12/2016 9/12/2016	PR	Preble-Rish/Dewberry Engineers Inc	1,147.33	Auto
55862		PR	Pearson's Ready Mix Concrete	351.50	Auto
55863	9/12/2016		÷	395.59	
55864	9/12/2016	QC	Quill Corporation		Auto
55865	9/12/2016	RP	Ring Power	34.50 1.083.69	Auto
55866	9/12/2016	SACL	Suwannee American Cement LLC	•	
55867	9/12/2016	SGMG	South Georgia Media Group	688.10 28 ep	Auto
55868	9/12/2016	SVE	Suwannee Valley Electric	28.69	Auto
55869	9/12/2016	SW	Shaw's Welding	878.00	Auto
55870	9/12/2016	TOM	Town of Mayo	967.80	Auto
55871	9/12/2016	W	Windstream	482.84	Auto
55872	9/12/2016	WRW	W R Williams Distributors	12,254.96	
55873	9/12/2016	AASW	Aucilla Area Solid Waste Admin	13,112.40	
55874	9/12/2016	AIG	AlG/American General	372.79	Auto
55875	9/12/2016	BR	Blue Rok, Inc.	112.67	
55876	9/12/2016	DBM	Dr. Bogdan Maliszewski	700.00	
55877	9/12/2016	GLC	Greatamerica Financial Service	48.87	
55878	9/12/2016	LCCC	Lafayette County Clerk of Cour	14,279.83	Auto
55879	9/12/2016	LCPA	Lafayette County Property App.	23,585.25	
55880	9/12/2016	LCSC	Lafayette County Sheriff	29,878.00	Auto
55881	9/12/2016	LCSE	Lafayette County Sup of Electi	15,462.00	Auto
55882	9/12/2016	LCSE9	Lafayette County Sheriff	25,850.00	Auto
55883	9/12/2016	LCSLE	Lafayette County Sheriff	44,143.00	Auto
55884	9/12/2016	LCTC	Lafayette County Tax Collector	18,360.63	Auto

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Lafayette County (GNF)

Bank Code: A Check Number	General Fund Check Date	Vendor Number	Name		Check Amount	Check Type
055885	9/12/2016	LN	Liberty National Life Insuranc		624.40	Auto
055886	9/12/2016	ME	Mowrey Elevator Co of FL		245.37	Auto
055887	9/12/2016	MOS	McCrimon's Office Supply		84.00	Auto
055888	9/12/2016	MP	Mayo Postmaster		282.00	Auto
055889	9/12/2016	NFPM	North Florida Pharmacy of Mayo	•	499.01	Auto
055890	9/12/2016	SA	Jeff Siegmeister		1,575.39	Auto
055891	9/12/2016	SAIT	Jeff Siegmeister		617.86	Auto
055892	9/12/2016	SSC	Security Safe Company, Inc.		830.00	Auto
055893	9/12/2016	TCI	Tri-County Irrigation, Inc.		88.07	Auto
				Bank A Total:	232,091.98	
				Report Total:	232,091.98	

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 12TH DAY OF SEPTEMBER, 2016.

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY,FL

LIST OF WARRANTS DRAWN ON THE **EMERGENCY 911** FUND.

FROM THE FIRST FEDERAL BANK, ON SEPTEMBER 12, 2016.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
STATE OF FLORIDA	COMMUNICATIONS	526-410		\$ 551.62
WINDSTREAM	COMMUNICATIONS	526-410		\$ 244.13
TOTAL *		l		\$ 795.75

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 12TH DAY OF SEPTEMBER, 2016.

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BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE INDUSTRIAL PARK FUND.

FROM THE LAFAYETTE COUNTY STATE BANK, ON SEPTEMBER 12, 2016.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUN	Τ
INTERSTATE SUPPLY	MAINTENANCE	552-460		\$ 61	.15
				•	
TOTAL				\$ 61	.15

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 12TH DAY OF SEPTEMBER, 2016.

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