

**AMENDED  
PUBLIC NOTICE**

The Lafayette County Commission will be holding a regular meeting on Monday, October 11, 2021 at 9:00 a.m. The meeting will be held in the County Commissioners Meeting Room, on the second floor at the Lafayette County Courthouse in Mayo, Florida. Listed below is an agenda for the meeting.

By Order Of:



Anthony Adams, Chairman  
Lafayette County Commission

**PLANNING & ZONING BOARD:**

1. Open the Planning & Zoning Board meeting.
2. Invocation and pledge to the flag.
3. Public Hearing – First Reading of Resolution No. PZ/LPA CPA 21-02, amending the text of the Comprehensive Plan.
4. Adjourn the Planning & Zoning Board meeting.

**BOARD OF ADJUSTMENTS MEETING:**

1. Open the Board of Adjustments meeting.
2. Consider Resolution No. BA SE 21-01 for Patriot Strong, LLC for approval.
3. Consider Resolution No. BA SE 21-02 for Tracey Blackshear for approval.
4. Consider Resolution No. BA SE 21-03 for the Suwannee River Rendezvous, LLC for approval.
5. Adjourn the Board of Adjustments meeting.

**BOARD OF COUNTY COMMISSIONERS MEETING:**

1. Open the Board of County Commissioners meeting.
2. Approve the minutes.
3. Requests and comments from the community.
4. Department Heads:
  - A) Marcus Calhoun – Maintenance.
  - B) Scott Sadler – Public Works.
  - C) Garret Land – Building/Zoning.
    - 1) Public Hearing – First Reading of an Ordinance to approve amending the text of the Comprehensive Plan.
  - D) Marty Tompkins – EMS.

E) Shawn Jackson – Extension Office.

5. Approve a request to close the Library on December 2-3, 2021 for Library staff to do inventory.
6. Approve a contract with Schmidt Reforestation Services, Inc. for the Sims Farm.
7. Discuss the implications of the COVID-19 declaration.
8. Leenette McMillan-Fredriksson – various items.
9. Approve the bills.
10. Other Business.

A) Approve advertising for the Ruth Springs Restoration project.

11. Future agenda items.
12. Adjourn.

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

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

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

**AFFIDAVIT OF PUBLICATION**

Before me, the undersigned authority personally appeared, Michael Johnson who on oath says that he is the Classified and Legal Manager for the *Riverbend News*, a weekly newspaper, published in Live Oak, Suwannee County, Florida; that the attached copy of the advertisement being a notice of:

**Public Notice**

was published in said newspaper in the issue of **October 6, 2021**

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

Signed by: \_\_\_\_\_

Sworn to and subscribed before me this 6<sup>th</sup> day of October 2021.

\_\_\_\_\_

**Notary Public**



**AMBER E. ALBRITTON**  
 Commission # HH 103369  
 Expires March 11, 2025  
 Bonded Thru Budget Notary Serv.cas

**PUBLIC NOTICE**

The Lafayette County Commission will be holding a regular meeting on Monday, October 11, 2021 at 9:00 a.m. The meeting will be held in the County Commissioners Meeting Room, on the second floor at the Lafayette County Courthouse in Mayo, Florida. Listed below is an agenda for the meeting.

By Order Of  
 Anthony Adams, Chairman  
 Lafayette County Commission

**PLANNING & ZONING BOARD:**

1. Open the Planning & Zoning Board meeting
2. Invocation and pledge to the flag.
3. Public Hearing – First Reading of Resolution No. PZ/LPA, CPA 21-02 amending the text of the Comprehensive Plan
4. Adjourn the Planning & Zoning Board meeting

**BOARD OF ADJUSTMENTS MEETING:**

1. Open the Board of Adjustments meeting.
2. Consider Resolution No. BA SE 21-01 for Patriot Strong, LLC for approval.
3. Consider Resolution No. BA SE 21-02 for Tracey Blackshear for approval.
4. Consider Resolution No. BA SE 21-03 for the Suwannee River Rendezvous LLC for approval.
5. Adjourn the Board of Adjustments meeting.

**BOARD OF COUNTY COMMISSIONERS MEETING:**

1. Open the Board of County Commissioners meeting
2. Approve the minutes
3. Requests and comments from the community.
4. Department Heads:
  - A) Marcus Calhoun – Maintenance.
  - B) Scout Sadler – Public Works.
  - C) Garret Land – Building/Zoning.
    - 1) Public Hearing – First Reading of an Ordinance to approve amending the text of the Comprehensive Plan.
  - D) Marty Tompkins – EMS
  - E) Shawn Jackson – Extension Office
5. Approve a request to close the Library on December 2-3, 2021 for Library staff to do inventory
6. Approve a contract with Schmidt Reforestation Services, Inc. for the Sims Farm
7. Discuss the implications of the COVID-19 declaration.
8. Deenette McMillan-Fredriksson – various items
9. Approve the bills
10. Other Business.
11. Future agenda items
12. Adjourn.

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

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

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

RESOLUTION NO. BA SE 21-02

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 THE LAFAYETTE COUNTY LAND DEVELOPMENT REGULATIONS; PROVIDING FOR A SPECIAL EXCEPTION TO THE PERMITTED USES WITHIN AN AGRICULTURAL-3 (A-3) ZONING DISTRICT AS PROVIDED WITHIN SECTION 4.5.5 TO PERMIT A TRAVEL TRAILER PARK AND CAMPGROUND 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, the Lafayette County Land Development Regulations, hereinafter referred to as the Land Development Regulations, empowers the Board of County Commissioners of Lafayette County, Florida, serving as the Board of Adjustment of Lafayette County, Florida, hereinafter referred to as the Board of County Commissioners, serving as the Board of Adjustment, to grant, to grant with appropriate conditions and safeguards or deny special exceptions as authorized under Section 3.2 of said Land Development Regulations;

WHEREAS, a petition for a special exception, 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 Concurrence Management Assessment 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 with appropriate conditions and safeguards or to deny a special exception, as described below;

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 automotive and pedestrian safety and convenience, in a manner that will not have an undue adverse 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;

WHEREAS, the Board of County Commissioners, serving as the Board of Adjustment, has determined and found that an application for a special exception, as described below, is in compliance with the provisions of Section 4.4.5 of the Land Development Regulations; 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;
- (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 or 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:

Section 1. Pursuant to a petition, SE 21-02, by Tracey Blackshear, requesting a special exception be granted as provided for in Section 4.5.5 of the Land Development Regulations, the Board of County Commissioners, serving as the Board of Adjustment, grants a special exception to permit a travel trailer park and campground within an AGRICULTURAL-3 (A-3) zoning district, in accordance with a site plan dated June 25, 2021 and a petition dated June 18, 2021, to be located on property described, as follows:

Parcel No. 18-05-12-0000-0000-00801

A parcel of land lying within Section 18, Township 5 South, Range 12 East, Lafayette County, Florida. Being more particularly described, as follows: The South 730.00 feet of the East 1/2 of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 18.

Containing 5.00 acres, more or less.

Section 2. A site plan, as described above and 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.

Section 3. 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 twelve (12) months 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 twelve (12) months 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.

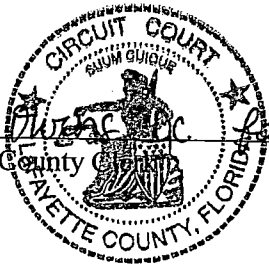
Section 4. All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

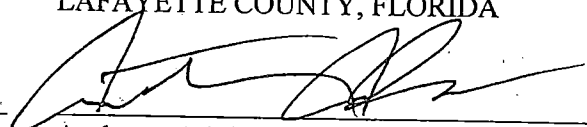
Section 5. This resolution shall become effective upon adoption.

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 11th day of October 2021.

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

Attest:

  
*Hannah Thomas PC*  
Steve Land, County Clerk

  
Anthony Adams, Chair

RESOLUTION NO. BA SE 21-03

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, SERVING AS THE BOARD OF ADJUSTMENT OF LAFAYETTE COUNTY, FLORIDA, GRANTING A MODIFICATION WITH APPROPRIATE CONDITIONS AND SAFEGUARDS TO A PREVIOUSLY APPROVED SPECIAL EXCEPTION AS AUTHORIZED UNDER SECTION 3.2 OF THE LAFAYETTE COUNTY LAND DEVELOPMENT REGULATIONS; PROVIDING FOR MODIFYING A PREVIOUSLY APPROVED SPECIAL EXCEPTION TO THE PERMITTED USES WITHIN AN AGRICULTURAL-3 (A-3) ZONING DISTRICT AS PROVIDED WITHIN SECTION 4.5.5 TO PERMIT A MODIFICATION OF A PREVIOUSLY APPROVED SPECIAL EXCEPTION FOR A TRAVEL TRAILER PARK AND CAMPGROUND 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, the Lafayette County Land Development Regulations, hereinafter referred to as the Land Development Regulations, empowers the Board of County Commissioners of Lafayette County, Florida, serving as the Board of Adjustment of Lafayette County, Florida, hereinafter referred to as the Board of County Commissioners, serving as the Board of Adjustment, to grant, to grant with appropriate conditions and safeguards or deny special exceptions as authorized under Section 3.2 of said Land Development Regulations;

WHEREAS, a petition for a special exception, 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 Assessment 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 with appropriate conditions and safeguards or to deny a special exception, as described below;

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 automotive and pedestrian safety and convenience, in a manner that will not have an undue adverse 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;

WHEREAS, the Board of County Commissioners, serving as the Board of Adjustment, has determined and found that an application for a special exception, as described below, is in compliance with the provisions of Section 4.4.5 of the Land Development Regulations; 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;
- (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 or 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:

Section 1. Pursuant to a petition, SE 21-03, by Frank Warren Page Jr. and Craig Colton of Suwannee River Rendezvous Resort, LLC, as agents for Martha J. Tidwell, requesting a modification of a previously approved special exception be granted, as provided for in Section 4.5.5 of the Land Development Regulations, the Board of County Commissioners, serving as the Board of Adjustment, grants the modification of a previously approved special exception by permitting an additional 48 campground spaces to a previously approved travel trailer park and campground located within an AGRICULTURAL-3 (A-3) zoning district, in accordance with a site plan dated August 20, 2021 and revised on September 2, 2021, and a petition dated August 17, 2021, to be located on property described, as follows:

A parcel of land lying within Section 2, Township 5 North, Range 12 East, Lafayette County, Florida. Being more particularly described, as follows: Commence at the Northwest corner of said Section 2; thence North 88°56'50" East 660.00 feet, along the North line of said Section 2 to the Point of Beginning; thence continue North 88°56'50" East 231.61 feet to the ordinary high water line of the Suwannee River; thence South 57°01'57" East, along the ordinary high water line of said Suwannee River, 78.20 feet; thence South 01°04'56" East 35.00 feet; thence continue South 01°04'56" East 561.86 feet; thence South 53°45'28" East 856.81 feet; thence South 00°55'17" East 245.51 feet; thence North 89°04'43" East 20.00 feet; thence South 00°55'17" East 454.89 feet; thence South 89°30'56" West 854.78 feet; thence North 87°57'58" West 121.51 feet; thence North 00°29'04" West 469.19 feet; thence South 89°09'05" West 70.00 feet; thence North 00°49'01" West 1,376.14 to the Point of Beginning. Containing 27.31 acres, more or less.



LESS AND EXCEPT

A parcel of land lying within Section 2, Township 5 North, Range 12 East, Lafayette County, Florida. Being more particularly described, as follows: All lands lying within the 100-year AE Flood Zone as depicted on the Federal Emergency Management Agency, Flood Insurance Rate Map.

Containing 8.26 acres, more or less.

All said lands containing 19.05 acres, more or less.

Section 2. A site plan, as described above and 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.

Section 3. 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 twelve (12) months 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 twelve (12) months 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.

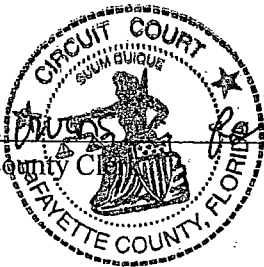
Section 5. This resolution shall become effective upon adoption.

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 11th day of October 2021.

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

Attest:

*Steve Land*  
Steve Land, County Clerk



*Anthony Adams*  
Anthony Adams, Chair

**CONTRACT**  
**Clear and Reset Sims Tract**

This Contract executed and entered into this 13<sup>th</sup> day of October, 2021, between Lafayette County, Florida, (hereinafter the "County"), whose principal address is P.O. Box 88, Mayo, Florida 32066, and Schmidt Reforestation Services, Inc., whose address is 2136 Walter Schmidt Lane, Perry, Florida 32348 (hereinafter the "Contractor"), and states as follows:

**WITNESSETH:**

**WHEREAS**, Lafayette County has a parcel of land that is in need of reforestation and that land is known as the SIMS tract; and

**WHEREAS**, Lafayette County has attempted on two (2) occasions, thru the bid process to engage a contractor to chop and clear the scrub and growth currently on the property, and on both occasions has been unable to hire the contractors because the price bid per acre was not reasonable or acceptable; and

**WHEREAS**, The State of Florida thru the Division of Forestry has recently contacted the County about a new grant program for reforestation of land, that the corresponding grant application is due within the next two (2) weeks; and

**WHEREAS**, the County does not have time to go out to bid again prior to the deadline for the grant application; and

**WHEREAS**, the SIM tract must be prepared now for planting in the Spring; and

**WHEREAS**, the County desires to engage a contractor that has provided a reasonable rate that can work within the time constraints required to meet the grant application deadline and seasonal deadlines for the property;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

**I. Method of Payment & Work Description & Time Frame**

The Contractor will be paid for their services as follows: \$300.00 per acre for 140 acres. Contractor will complete the following: Chop and clear the property to the Satisfaction of the County's designee and reset the property using the appropriate seedlings. Said work will be completed by March 31, 2022. In the event contractor is unable to secure the seedlings necessary to complete the job, he will contact the County immediately.

**II. Invoice Requirements**

The Contractor shall request payment by presenting an invoice to the County. County shall make payment within thirty (30) days of invoice date.

**III. Waiver of Claims**

Contractor's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final payment. Neither the acceptance of Contractor's services nor payment by County shall be deemed to be a waiver of any of County's rights against Contractor.

**IV. Subcontracting and Assignment**

Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. Contractor may not assign any portion of this contract without the prior written consent and approval of the County.

**V. Indemnification and Hold Harmless**

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

**VI. Insurance**

(1) Scope. The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

**LIMIT**

1.	Worker's Compensation	
	1.) State	Statutory
	2.) Employer's Liability	\$100,000 each accident
2.	Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4.	Personal and Advertising Injury	\$250,000

This Section shall be underwritten by insurers having a Best's Rating of A and Financial Size Category of VIII or higher, or by such other insurers as shall be acceptable to the Company in its sole discretion. In addition, a certificate of the issuance of each such insurance policy shall be delivered to the County prior to the commencement of performance of any Work. Such certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days' prior written notice to the County. At

least two weeks prior to the expiration of the original policy or any renewal thereof, a new certificate of the renewal of such insurance shall be delivered to the County.

### **VII. Compliance with Laws**

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

### **VIII. Notice**

All notices required by this Contract shall be in writing to the representatives listed below:

**The authorized representative for the County shall be:**

Steve Land, Clerk of Court  
P.O. Box 88  
Mayo, Florida 32066  
386 294 1600  
Email: sland@lafayetteclerk.com

**The authorized representative for Schmidt Reforestation Services, Inc. shall be:**

Robert (Savell) Schmidt  
2136 Walter Schmidt Lane  
Perry, Florida 32348  
Phone: 850-843-1181  
Email: schmidt.reforest@outlook.com

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

### **IX. Governing Law & Venue**

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Lafayette County, Florida.

### **X. Public Records**

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### **XI. Entire Contract & Waivers**

This Contract (including all Schedules and Exhibits), as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

#### **XII. Severability**

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

**XIII. Independent Contractor**

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

Contractor warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Contractor shall indemnify, defend and hold harmless the County, its officers and employees from and against any sanctions and any other liability which may be assessed against the Contractor in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

**XIV. Third Party Beneficiaries**

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

**XV. Representation of Authority to Contractor/Signatory**

The individual signing this Contract on behalf of Schmidt Reforestation Services, Inc., represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of the contractor's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

SCHMIDT REFORESTATION SERVICES  
INC.

LAFAYETTE COUNTY, FLORIDA

Robert Savell Schmidt  
Robert (Savell) Schmidt

Anthony Adams  
Anthony Adams, Chairman

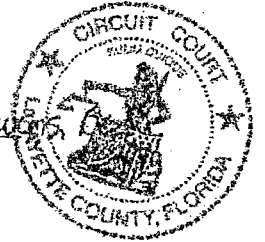
owner/president  
Print Title

Date: 10 / 11 / 21

10/13/21  
Date

ATTEST:

Steve Land By: Heather Burt  
Steve Land, Clerk





SCHMREF-01

DGRIFFIS

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
10/1/2021

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 have ADDITIONAL INSURED provisions or 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 certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bates Hewett & Floyd Insurance Agency 3400 Crill Ave, Suite 2 Palatka, FL 32177	<b>CONTACT NAME:</b> DeeDee Germany
	<b>PHONE (A/C, No, Ext):</b> (386) 328-1100 <b>FAX (A/C, No):</b> (386) 329-1100 <b>E-MAIL ADDRESS:</b> dawn@bates-hewett.com
<b>INSURED</b>  Schmidt Reforestation Services Inc 2136 Walter Schmidt Lane Perry, FL 32348	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Falls Lake National Insurance Group <b>NAIC #</b>
	<b>INSURER B:</b> Auto-Owners Insurance <b>18988</b>
	<b>INSURER C:</b> Bridgefield Employers Ins. Co <b>10701</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TMB000090400	6/20/2021	6/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5340566300	6/20/2021	6/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	830-55743	6/20/2021	6/20/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**      **CANCELLATION**

Lafayette County 120 W Main St Mayo, FL 32066	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---



RESOLUTION NO. 2021-09-03

STATE OF EMERGENCY EXTENSION #79

WHEREAS, COVID-19 continues to be a threat to the public health of Lafayette County residents, workers, and visitors; and

WHEREAS, on March 9, 2020 Governor Ron DeSantis issued Executive Order Number 20-52, declaring a state of emergency for the State of Florida to address the public health emergency caused by the threat of COVID-19 to the state; and

WHEREAS, on March 19, 2020, the Lafayette County Board of County Commissioners declared a State of Emergency and approved extensions for additional seven day periods on the approval of the Chairman of the Board of County Commissioners, I hereby extend the current State of Emergency for an additional seven day period beginning September 16, 2021 thru September 23, 2021, unless cancelled before that time.

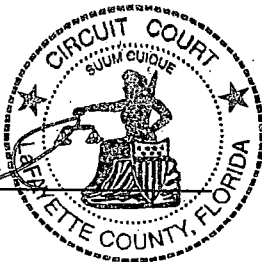
ENACTED this 16<sup>th</sup> day of September, 2021 effective from September 16, 2021 until September 23, 2021.

BOARD OF COUNTY COMMISSIONERS  
LAFAYETTE COUNTY, FLORIDA



Anthony Adams, Chairman

Attest:

  
Steve Land, Clerk

RESOLUTION NO. 2021-09-04  
STATE OF EMERGENCY EXTENSION #80

WHEREAS, COVID-19 continues to be a threat to the public health of Lafayette County residents, workers, and visitors; and

WHEREAS, on March 9, 2020 Governor Ron DeSantis issued Executive Order Number 20-52, declaring a state of emergency for the State of Florida to address the public health emergency caused by the threat of COVID-19 to the state; and

WHEREAS, on March 19, 2020, the Lafayette County Board of County Commissioners declared a State of Emergency and approved extensions for additional seven day periods on the approval of the Chairman of the Board of County Commissioners, I hereby extend the current State of Emergency for an additional seven day period beginning September 23, 2021 thru September 30, 2021, unless cancelled before that time.

ENACTED this 23<sup>rd</sup> day of September, 2021 effective from September 23, 2021 until September 30, 2021.

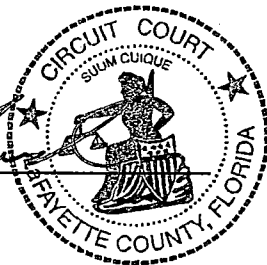
BOARD OF COUNTY COMMISSIONERS  
LAFAYETTE COUNTY, FLORIDA



Anthony Adams, Chairman

Attest:

  
Steve Land, Clerk



RESOLUTION NO. 2021-09-05  
STATE OF EMERGENCY EXTENSION #81

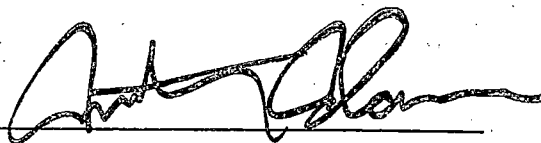
WHEREAS, COVID-19 continues to be a threat to the public health of Lafayette County residents, workers, and visitors; and

WHEREAS, on March 9, 2020 Governor Ron DeSantis issued Executive Order Number 20-52, declaring a state of emergency for the State of Florida to address the public health emergency caused by the threat of COVID-19 to the state; and


WHEREAS, on March 19, 2020, the Lafayette County Board of County Commissioners declared a State of Emergency and approved extensions for additional seven day periods on the approval of the Chairman of the Board of County Commissioners, I hereby extend the current State of Emergency for an additional seven day period beginning September 30, 2021 thru October 7, 2021, unless cancelled before that time.

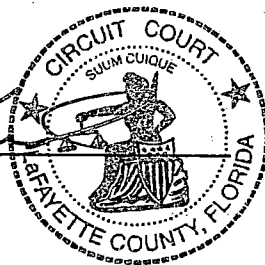
ENACTED this 30<sup>th</sup> day of September, 2021 effective from September 30, 2021 until October 7, 2021.

BOARD OF COUNTY COMMISSIONERS  
LAFAYETTE COUNTY, FLORIDA

  
Anthony Adams, Chairman

Attest:

  
Steve Land, Clerk



**RESOLUTION NO. 2021-10-01**

**STATE OF EMERGENCY EXTENSION #82**

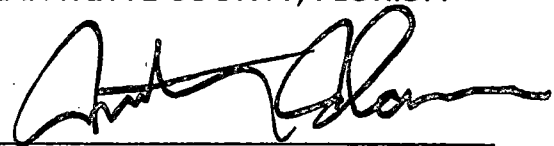
**WHEREAS**, COVID-19 continues to be a threat to the public health of Lafayette County residents, workers, and visitors; and

**WHEREAS**, on March 9, 2020 Governor Ron DeSantis issued Executive Order Number 20-52, declaring a state of emergency for the State of Florida to address the public health emergency caused by the threat of COVID-19 to the state; and

**WHEREAS**, on March 19, 2020, the Lafayette County Board of County Commissioners declared a State of Emergency and approved extensions for additional seven day periods on the approval of the Chairman of the Board of County Commissioners, I hereby extend the current State of Emergency for an additional seven day period beginning October 7, 2021 thru October 14, 2021, unless cancelled before that time.


**ENACTED** this 7<sup>th</sup> day of October, 2021 effective from October 7, 2021 until October 14, 2021.

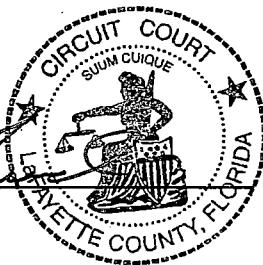
BOARD OF COUNTY COMMISSIONERS  
LAFAYETTE COUNTY, FLORIDA



Anthony Adams, Chairman

Attest:

  
Steve Land, Clerk



**Check History Report**  
**Sorted By Check Number**  
**Activity From: 10/11/2021 to 10/11/2021**

**Lafayette County (GNF)**

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
063701	10/11/2021	AASW	Aucilla Area Solid Waste Admin	6,137.88	Auto
063702	10/11/2021	AHLIC	American Heritage Life Insurance Company	156.51	Auto
063703	10/11/2021	APLO	Ag-Pro Live Oak	2,020.41	Auto
063704	10/11/2021	APRIL	April Sellers	6.06	Auto
063705	10/11/2021	BGC	Bennett's Glass Company	3,369.18	Auto
063706	10/11/2021	BSLLC	Brian's Sports LLC	4,716.00	Auto
063707	10/11/2021	CTRS	Commercial Truck Repair and Salvage Inc	8,230.00	Auto
063708	10/11/2021	DFIX	Dixie Fix LLC	612.81	Auto
063709	10/11/2021	DMINC	Denali Materials, Inc.	1,248.24	Auto
063710	10/11/2021	HASI	Hamlin Auto Supply, Inc	1,581.31	Auto
063711	10/11/2021	IS	Interstate Supply	234.38	Auto
063712	10/11/2021	JJG	J & J Gas	209.54	Auto
063713	10/11/2021	JPB	Nature Coast Services, LLC	600.00	Auto
063714	10/11/2021	JUARBE	Juarbe Services LLC	1,330.00	Auto
063715	10/11/2021	KAS	Kelley's Auto Supply	12.22	Auto
063716	10/11/2021	L4H	Lafayette 4-H	3,565.03	Auto
063717	10/11/2021	MAP	Mayo Auto Parts	1,284.48	Auto
063718	10/11/2021	MF	Mayo Fertilizer	62.50	Auto
063719	10/11/2021	MOS	McCrimon's Office Supply	36.00	Auto
063720	10/11/2021	MT	Mayo Thriftway	131.92	Auto
063721	10/11/2021	MTC	Mayo Truss Company	438.00	Auto
063722	10/11/2021	MTG	Matheson Tri-Gas Inc.	1,226.30	Auto
063723	10/11/2021	PR	Dewberry Engineers Inc	11,500.00	Auto
063724	10/11/2021	QC	Quill Corporation	95.99	Auto
063725	10/11/2021	RBN	Riverbend News C & E Inc.	1,217.83	Auto
063726	10/11/2021	SHERWIN	The Sherwin Williams Co.	455.22	Auto
063727	10/11/2021	SRAH	Suwannee River Ace Hardware	1.23	Auto
063728	10/11/2021	SSCF	Sage Software Checks & Forms	369.95	Auto
063729	10/11/2021	SVE	Suwannee Valley Electric	34.23	Auto
063730	10/11/2021	TOM	Town of Mayo	757.16	Auto
063731	10/11/2021	W	Windstream	548.16	Auto
063732	10/11/2021	WP	Wolfe Plumbing, Inc.	340.00	Auto
063733	10/11/2021	WRW	W R Williams Distributors	14,345.28	Auto
063734	10/11/2021	WSLO	Winsupply of Live Oak	121.26	Auto
063735	10/11/2021	BPIT	Brian Pittman	2,400.00	Auto
063736	10/11/2021	BR	Blue Rok, Inc.	10,222.55	Auto
063737	10/11/2021	CE	Cumbaa Enterprises	1,566.00	Auto
063738	10/11/2021	GG	Hon. Greg Godwin	6,229.90	Auto
063739	10/11/2021	LCCC	Lafayette County Clerk of Cour	20,349.58	Auto
063740	10/11/2021	LCPA	Lafayette County Property App.	25,112.00	Auto
063741	10/11/2021	LCSC	Lafayette County Sheriff	75,000.00	Auto
063742	10/11/2021	LCSE	Lafayette County Sup of Electi	21,674.42	Auto
063743	10/11/2021	LCSE9	Lafayette County Sheriff	30,000.00	Auto
063744	10/11/2021	LCSLE	Lafayette County Sheriff	85,000.00	Auto
063745	10/11/2021	LCSRO	Lafayette County Sheriff	15,833.33	Auto
063746	10/11/2021	LCTC	Lafayette County Tax Collector	28,432.25	Auto
063747	10/11/2021	LN	Liberty National Life Insuranc	867.72	Auto
063748	10/11/2021	ME	Mowrey Elevator Co of FL	252.73	Auto
063749	10/11/2021	OFTTF	The Original Florida Tourism T	1,000.00	Auto
063750	10/11/2021	PD	Public Defender Occupancy Acco	377.50	Auto
063751	10/11/2021	PDIT	Public Defender I.T.	329.17	Auto
063752	10/11/2021	SA	John Durrett	1,670.59	Auto
063753	10/11/2021	SAIT	John Durrett	1,016.47	Auto
063754	10/11/2021	TANF	The Arc North Florida, Inc	3,000.00	Auto

Check History Report  
 Sorted By Check Number  
 Activity From: 10/11/2021 to 10/11/2021

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
063755	10/11/2021	FLGHIC	FL Local Government Health Insurance Consortium	477.00	Auto
063756	10/11/2021	FMIT	Florida Municipal Insurance Tr	29,753.75	Auto
063757	10/11/2021	NCFRPC	N. Cen. FL Regional Planning C	6,847.00	Auto
063758	10/11/2021	SSES	Southern Sewer Equipment Sales	183.11	Auto
063759	10/11/2021	SSC	Security Safe Company, Inc.	40.00	Auto
<b>Bank A Total:</b>				<u>434,630.15</u>	
<b>Report Total:</b>				<u><u>434,630.15</u></u>	

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 11TH DAY OF OCTOBER 2021.

*[Handwritten Signature]*  
 \_\_\_\_\_  
*[Handwritten Signature]*  
 \_\_\_\_\_  
*[Handwritten Signature]*  
 \_\_\_\_\_  
*[Handwritten Signature]*  
 \_\_\_\_\_  
*[Handwritten Signature]*  
 \_\_\_\_\_

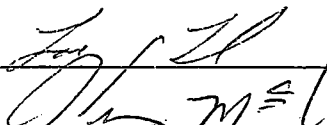
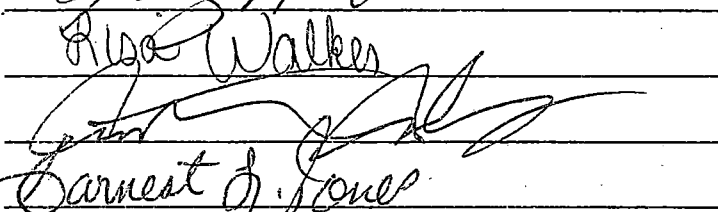
# BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE SPECIAL ACCOUNT GRANTS FUND

FROM THE LAFAYETTE COUNTY STATE BANK, ON OCTOBER 11 2021.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
Gray Construction Services	Construction	526-620		\$ 10,000.00
TOTAL				\$ 10,000.00

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 11TH DAY OF OCTOBER, 2021.

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

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

LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.

FROM THE FIRST FEDERAL BANK, ON OCTOBER 11, 2021.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
AT&T	Communications	526-410	_____	\$ 125.00
Windstream	Communications	526-410	_____	\$ 262.26
<b>TOTAL</b>				<b>\$ 387.26</b>

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 11TH DAY OF OCTOBER, 2021.

\_\_\_\_\_  
*Joe Fl*  
 \_\_\_\_\_  
*Tom M-d*  
 \_\_\_\_\_  
*Steve Walker*  
 \_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
*Darrest D. Jones*



