REGULAR MEETING OCTOBER 14, 2013 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 Gail Garrard, Dist. 2; Commissioner Donnie Hamlin, Dist. 3; Commissioner Jack Byrd, Dist. 4; Commissioner Earnest L. Jones, Dist. 5; and Leenette McMillan-Fredriksson, County Attorney.

#### APPROVE THE MINUTES

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

#### REQUEST FROM JERRY METZGER

Mr. Jerry Metzger requested that the Board write a letter of support on his behalf to the State of Florida allowing him to continue using the road through the Blue Springs Park to get to his home. This was previously approved at a Board meeting on January 26, 2004. On a motion by Mr. Byrd and a second by Mr. Hamlin, the Board voted unanimously to have Mrs. McMillan-Fredriksson send the letter of approval.

#### EMS COMPLAINT

Mr. Travis Sullivan discussed a complaint he had with the EMS Service with the Board. Mr. Sullivan is to meet with Lance Lamb and Trevor Hicks regarding this issue. This issue will be discussed further at a later meeting on Monday, November 25, 2013 at 5:30 p.m.

#### PART TIME ATTENDANT FOURTH DISTRICT COLLECTION SITE

Mr. Scott Sadler gave his list of recommendations for the position of part time attendant at the Fourth District Collection Site. On a motion by Mr. Byrd and a second by Mr. Hamlin, the Board voted unanimously to hire Earl Knight and Candy Moses as a back up.

#### PERMIT FEES FOR CHURCHES

On a motion by Mr. Hamlin and a second by Mr. Jones, the Board voted unanimously to approve exempting permit fees for churches.

#### APPROVE ACCUMULATED SICK LEAVE FOR DONNIE SEVERANCE

On a motion by Mr. Hamlin and a second by Mrs. Garrard, the Board voted unanimously to approve paying the accumulated sick leave for Donnie Severance. (See attached letter.)

#### **MOVE MEETING ON NOVEMBER 11, 2013 TO NOVEMBER 12, 2013**

On a motion by Mr. Jones and a second by Mr. Byrd, the Board voted unanimously to approve moving the meeting on November 11, 2013 to November 12, 2013 due to the Veteran's Day holiday.

#### DISCUSS THE RELOCATION OF THE EMS HELI-PAD

On a motion by Mr. Byrd and a second by Mr. Jones, the Board voted unanimously to approve a new location of the EMS heli-pad pending Mr. Scott Sadler and Mr. Trevor Hicks meeting and deciding on one. The new Public Works shop will be located on the present heli-pad location.

#### SIMS FARM PROPERTY AND TIMBER

On a motion by Mr. Byrd and a second by Mr. Jones, the Board voted unanimously to approve re-bidding the timber at the Sims Farm Property.

# PROPERTY IN DAY TO BE USED FOR VOLUNTEER FIRE DEPARTMENT

On a motion by Mrs. Garrard and a second by Mr. Byrd, the Board voted unanimously to approve getting an appraisal and a survey on the property in Day to be used for the Volunteer Fire Department before further negotiations are made for purchasing the property.

#### CRAWFORD POWELL - ECONOMIC DEVELOPMENT SERVICES

After a presentation by Crawford Powell, on a motion by Mr. Hamlin and a second by Mr. Byrd, the Board voted unanimously to extend the agreement with Madison County for Economic Development Services for another 6 months until 9/30/14 and then review again.

# WILL RUTHERFORD – ROAD DEPARTMENT AND INDUSTRIAL PARK

Mr. Will Rutherford discussed the plans for building a new Road Department shop with the Board. On a motion by Mr. Hamlin and a second by Mrs. Garrard, the Board voted unanimously to approve going forward with the process to build the shop, and to give Mr. Rutherford and the Clerk's Office the authority to complete the bid process.

On a motion by Mrs. Garrard and a second by Mr. Byrd, the Board voted unanimously to approve advertising for bid renovations at the Industrial Park in the old "Boat Plant" building which was damaged by fire.

#### SUBORDINATION AGREEMENT FOR WILLIAMS

On a motion by Mrs. Garrard and a second by Mr. Jones, the Board voted unanimously to approve a SHIP Lien Subordination Agreement for Gleeta Darlene Williams.

#### SOLID WASTE DISPOSAL AGREEMENT WITH AUCILLA

On a motion by Mr. Jones and a second by Mrs. Garrard, the Board voted unanimously to approve the Solid Waste Disposal Agreement with the Aucilla landfill.

#### APPROVE THE BILLS

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

General Fund - \$531,963.72 Emergency 911 Fund - \$1,344.31 Industrial Park Fund - \$3,322.27 Road & Bridge Secondary Fund - \$53,127.00

#### INDUSTRIAL PARK EVICTION

On a motion by Mr. Jones and a second by Mrs. Garrard, the Board voted unanimously to begin the eviction process for Bell Woodworks at the Industrial Park, due to violating the agreement in place for collection of current and past due rent.

### **ADJOURN**

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

ance Lamb, Chairman

Vice - Chairman

Attest:

Kidus Yrywy By'. C Ricky Lyons, Clerk

Approved this 28th day of October,

#### INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL

THIS INTERLOCAL AGREEMENT, made and entered into this					
day of, A.D.,, by and between Lafayette County, a political subdivision of					
the State of Florida, hereinafter referred to as the "County", and the Aucilla Area Solid Waste					
Administration, hereinafter referred to as "Aucilla";					

#### WITNESSETH:

WHEREAS, Section 163.01, *Florida Statutes*, known as the "Florida Intergovernmental Cooperation Act of 1969", authorizes local governments to enter into agreements with each other to provide services and facilities that meet the needs of local communities; and,

WHEREAS, the Aucilla is a governmental entity established through an interlocal agreement by Madison, Taylor, Dixie and Jefferson counties for the purpose of providing solid waste management services to those counties; and,

WHEREAS, Aucilla operates a Class I and Class III solid waste disposal facility; and,

WHEREAS, the parties to this agreement desire to enter into an interlocal agreement to provide for the disposal of, and reservation of capacity for, all Class I and Class III solid waste processed through the Lafayette County for disposal at Aucilla; and,

WHEREAS, the purposes of this agreement are to provide the citizens of Lafayette County environmentally responsible solid waste disposal services and provide to the extent permitted by law solid waste generated in Lafayette County to Aucilla for disposal in the Aucilla Landfill;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the County and Aucilla do hereby agree as follows:

#### Article I.

#### **Definitions**

For the purpose of this Interlocal Agreement, hereinafter referred to as the "agreement", the definitions contained in this article shall apply unless otherwise specifically stated. If a word or

phrase is not defined in this article, the definition of such word or phrase contained in *Florida Statutes* shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

"Acceptable waste" means that portion of the solid waste that may be disposed of lawfully in a Class I and/or Class III landfill.

"All other users of Aucilla" means all users of Aucilla except "member counties" as defined herein.

"Board" means the Board of County Commissioners of Lafayette County, Florida.

"Class I Solid Waste Disposal Facility" means a Class I landfill so classified and permitted under Rule 62.701.340 (3) (a) and (c), *Florida Administrative Code*, or any successor rule or amendment thereto.

"Class III Waste" means yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, furniture other than appliances, or other materials approved by the Department, that are not expected to produce leachate that poses a threat to public health or the environment.

"Construction and demolition debris" means discarded materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. The term also includes clean cardboard, paper, plastic, wood, and metal scrips from a construction project; and *de minimus* amounts of other non-

hazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

"Aucilla" means the Aucilla Solid Waste Administration.

"County" means Layfayette County, Florida.

"Hazardous waste" means a solid waste identified by the Florida Department of Environmental Protection or the United States Environmental Protection Agency as a hazardous waste pursuant to Chapter 62-730, *Florida Administrative Code*; the Resource Conservation and Recover Act, 41 U.S.C. 6901, et seq., as amended; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., as amended; or other applicable laws.

"Member County" or "Member Counties" means Jefferson, Madison, Taylor and Dixie Counties.

"Prohibited wastes" means those waste materials that are prohibited at the Aucilla Landfill, including hazardous waste, asbestos, biomedical wastes, biological waste, radioactive waste, sludge and liquid wastes.

"Recovered materials" means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source-separated or have been removed from the solid waste stream for sale, use, or reuse as raw material, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as defined herein are not solid waste.

"Recycling" means any process by which solid waste, or material that would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

"Refuse" means both rubbish and garbage or a combination or mixture of rubbish and garbage, including paper, glass, metal and other discarded matter, excluding recyclable materials and yard trash.

"Rubbish" means waste material other than garbage, usually attendant to domestic households or housekeeping, and attendant to the operation of stores, offices and other business places. Rubbish shall include, but is not limited to, paper, magazines, packaging, receptacles, textiles, excelsior, bottles, cans, and ceramic materials.

"Sludge" means and includes the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.

"Solid waste" means sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge or garbage, rubbish, refuse, special wastes, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials defined herein, are not solid waste.

"Solid waste system" means all programs required to be operated by Aucilla to provide a quality level of disposal and management of solid waste.

"Special wastes" means solid wastes that can require special handling and management, including, but not limited to, asbestos, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, and biological wastes.

"Ton" means two thousand (2,000) pounds.

"Unacceptable waste" means sludge; hazardous waste; infectious waste; and biological wastes.

"White goods" means and includes inoperative and discarded refrigerators, ranges, water heaters, freezers, room air conditioner, and other similar domestic and commercial large appliances.

"Yard trash" means any plant material resulting from landscaping maintenance and land-clearing operations, and includes, but is not limited to, materials such as tree and shrub trimmings, grass clippings, palm fronds, trees, and tree stumps.

#### Article II.

#### **County Obligations**

- 1. To the extent allowed by law, throughout the term of this agreement, the County shall deliver all acceptable waste within its lawful control to the Aucilla for disposal. The County reserves the right to divert any and all solid waste to any facility for the purpose of recycling, removing recovered materials, removing organic materials, or composting.
- 2. The County shall use its best effort to ensure that all solid waste delivered to Aucilla shall conform to all applicable federal, state, and local laws, regulations, rules, and orders relating at any time to the transportation and disposal of solid waste and that no solid waste will be delivered that has not been previously permitted in a Class I or Class III facility under the regulations promulgated by the State of Florida Department of Environmental Protection as set forth in Chapter 62-701, *Florida Administrative Code*. If unacceptable waste is delivered to the Aucilla, the County will remove the unacceptable waste, or pay Aucilla to remove it, provided Aucilla identifies and segregates the waste before it is incorporated into and compacted into the working face in the disposal area.
- 3. The County shall pay Aucilla for disposal services in accordance with the payment procedures set forth in Article IV below.
- 4. Aucilla shall be responsible for determining the weight of acceptable waste delivered to Aucilla. The weight of acceptable waste to be accounted for during a reporting period shall be determined by utilizing Aucilla's automated data collection system at Aucilla's scale. Aucilla will use its automated data collection system to produce a monthly report that summarizes the relevant data.

- 5. The County is responsible for spills and emergencies that occur en route to Aucilla.
- 6. The County agrees to conform to reasonable rules and regulations promulgated by Aucilla concerning the operation of Aucilla, the conduct of drivers and other person on the landfill site, and any other matters necessary for the safe, legal and efficient operation of the solid waste facility including, but not limited to, speed limits, the wearing of hard hats by all persons on the landfill site, and the order of admittance of vehicles arriving at the landfill site.
- 7. The County agrees that Aucilla shall have the right to refuse to accept any solid waste that does not conform to the requirements of this agreement, the conditions of the Aucilla Landfill permit, or to any applicable law or regulation, even if only part of a waste load is unacceptable.
- 8. The County shall be responsible for and shall pay Aucilla for any and all expenses, including cleanup expenses and fines incurred by Aucilla as the result of the County's delivery of prohibited wastes to Aucilla; provided, however, the County's obligation under this paragraph applies only to prohibited waste identified by Aucilla prior to the prohibited waste being incorporated and compacted into the working face in the disposal area.

#### Article III.

#### Aucilla's Obligations

- 1. Aucilla shall accept for disposal at the Aucilla Landfill all solid waste delivered there by the County and suitable for disposal in a Class I and a Class III permitted landfill.
- 2. Aucilla shall obtain and maintain all applicable local, state and federal permits to operate a Class I landfill capable of disposing of a daily maximum of five hundred (500) tons of solid waste per day and a Class III landfill.

- 3. Aucilla will determine and set solid waste management system services rates and fees and take other necessary and lawful steps to establish funds for the operation of Aucilla.
- 4. Aucilla will not charge the County a higher fee for solid waste disposal services than it charges all other users of Aucilla.
- 5. Aucilla will only accept municipal sludge in a "case by case" basis and this has to be approved in advance by Aucilla.
- 6. Aucilla shall maintain scales at its solid waste facility as may be required by law and/or any regulatory agency with jurisdiction.
- 7. Aucilla shall provide the County with a copy of its fiscal year-end summary of tonnage of all solid waste received and disposed of in the Class I and Class III solid waste disposal facility at the Aucilla for the preceding fiscal year by October 31 of each year.
- 8. Aucilla will operate and make its Landfill available to the County for disposal of solid waste according to the following schedule:

Monday through Friday

8:00 a.m. – 4:15 p.m.

Aucilla will be open everyday of the year, except Saturdays, Sundays, New Year's Day, July 4, Thanksgiving Day and the day thereafter, Martin Luther King Day, Good Friday, Memorial Day, Labor Day, Veterans Day, Christmas Eve and Christmas Day. The Board authorizes Aucilla to modify the above-stated operating hours in the event circumstances require different operating hours.

- 7. Aucilla is solely responsible for safety and traffic control at the Aucilla Landfill.
- 8. Aucilla may, but shall not be obligated to, provide on-site towing assistance for disabled vehicles owned by the County for the purpose of moving the vehicles to a safe location at Aucilla. In such circumstances, the County's driver or employee shall make any necessary connections to the County's vehicle. Aucilla will not be responsible for any damage to the County's vehicle while providing assistance.

- 9. Aucilla shall provide restroom facilities for County truck drivers. Portable toilets are acceptable.
- 10. Aucilla will make available use of a telephone for County employees to make credit card or collect telephone calls only. Aucilla telephones will not be used by County employees for any personal business.

#### Article IV.

#### **Billing and Payment Provisions**

- 1. The County shall pay Aucilla a rate per ton for each ton of acceptable waste that the County delivers to Aucilla. The initial rate per ton shall be \$42.00. The fee shall be based on the actual tonnage recorded at the Aucilla scale house.
- 2. Each month, Aucilla shall calculate the amount of the disposal fee that is owed to Aucilla based on the transaction summary and prepared by Aucilla. This summary of the amount due shall be provided to the County within seven (7) operating days after the end of the operating month. Payments to Aucilla will be made within thirty (30) days after the request for payment is received by the County. Aucilla may charge the County interest on any overdue payment at a rate of twelve per cent (12%) per annum.
- 3. The disposal fee may be adjusted on each anniversary of the commencement date of this agreement, based on the change in the previous year's Consumer Price Index (CPI). The new disposal fee shall be:

"CPI" means the Consumer Price Index for the United States City Average - All Items
- All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics.

Adjustments to the prices made in accordance with this section are intended to reflect changes in the purchasing power of a given amount of money expressed in dollars. If the method of establishing the CPI is revised to more accurately reflect inflation or deflation, the revised CPI shall be used thereafter when calculating the adjustments to the disposal fee. If the CPI is discontinued, the parties shall select another index, which must be representative of the inflationary or deflationary trends affecting the parties' performance under this agreement, and which is published by the United States government or by a reputable publisher of financial and economic indices.

Notwithstanding anything to the contrary above, the CPI will not exceed three percent (3%) for any year and thus the rates will not change more than three percent (3%) per year.

#### Article V.

#### Term.

- 1. Unless terminated earlier in the manner provided herein, this agreement shall be for an initial term of five (5) years, which shall commence on October 1, 2013. Thereafter, this agreement may be renewed upon the mutual agreement of the County and Aucilla for additional terms of five (5) years each, up to a total of 20 years.
- 2. The County shall provide Aucilla twelve (12) months' notice prior to the end of each term of its intent to renew this agreement.

#### Article VI.

#### Agreement Only Applies to Solid Waste Generated in County

Notwithstanding anything else herein to the contrary:

- 1. This agreement shall not be construed to allow for the disposal of solid waste generated outside of the geographic area of the County in Aucilla.
- 2. The County shall not deliver any solid waste generated outside of the geographic area of the County for disposal at Aucilla.
- 3. Aucilla shall not accept from the County any solid waste generated outside of the geographic area of the County for disposal at Aucilla

#### Article VII.

#### **Approval of Agreement by Host County**

The parties understand that under the interlocal agreement governing Aucilla, this agreement cannot become effective unless and until it is approved by Madison County. By its execution of this agreement, Madison County, Florida signifies its consent to this agreement as required under such interlocal agreement. During the term of this agreement, Aucilla and the County may amend this agreement as they see fit except that,

- 1. No extension or renewal of the original term of this agreement beyond 20 years after its effective date will be binding or effective unless and until such extension is approved, in writing, by the Board of County Commissioners of Madison County.
- 2. No amendment which has the effect of allowing solid waste, generated from outside of the geographic area of the County, to be disposed of at Aucilla, will be finding or effective unless and

Until such amendment is approved, in writing, by the Board of County Commissioners of Madison County.

#### ARTICLE VIII.

#### Other Provisions.

- 1. If either party breaches this agreement or defaults in the performance of any of the material covenants or conditions contained herein for forty-five (45) days after the other party has given the breaching or defaulting party notice of such breach or default, the other party may, (1) terminate this agreement as of any date; (2) cure the breach or default at the expense of the breaching or defaulting party; and/or (3) have recourse to any other right or remedy to which it may be entitled at law or in equity. The non-defaulting party's selection of any remedy specified herein shall not be construed as a waiver of any other rights at law or in equity related to the defaulting party's breach. If a default does not endanger the health, safety, or welfare of the County or its citizens, and in the exercise of due diligence during the aforesaid forty-five- (45) day period a cure cannot reasonably be effected, such forty-five-day period shall be extended to include such additional time as is reasonable necessary to effect a cure, provided the defaulting party exercises continuous diligent effort to cure the default during the extended cure period. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.
- 2. An event of *force majeure* is a act that happens by the direct, immediate and exclusive operation of the forces of nature, uncontrolled and uninfluenced by human acts or omissions and without human intervention and is of such a character that it would not have been prevented or escaped from or by any amount of foresight or prudence or by any reasonable degree of care or diligence, such as, but not limited to, war, tempest, hurricane, tornado, and earthquake, or lightening. Either party shall be excused from performance when its non-performance was caused directly or

indirectly by an event of force majeure. The affected party shall give to the other party prompt written

notice of the event of force majeure and reasonable full particulars concerning it. Thereupon, the

obligations of the party giving notice so far as it is affected by the event of force majeure shall be

suspended during, but not longer than the continuance of, the event of force majeure and for a

reasonable time thereafter required to remedy the physical damage or return to normal operations or

both. Any party excused from performing any obligation under this agreement pursuant to this

paragraph, shall promptly, diligently, and in good faith take all reasonable action required in order for

it to be able to commence or resume performance of its obligations under this agreement. The party

whose performance is excused due to the occurrence of an event of force majeure shall, during such

period, keep the other party duly notified of all such actions required in order for it to be able to

commence or resume performance of its obligations under this agreement.

3. Any notice, demand, communication, or request required or permitted hereunder

shall be in writing, except where otherwise herein designated by telephone, and delivered in person or

sent by certified mail, return receipt required, as follows:

County:

Chairman

**Board of County Commissioners** 

County Court House Mayo, Florida 32066

Aucilla:

Aucilla Area Solid Waste Administration

1313 Greenville Hills Road Greenville, Florida 32331

Notice shall be effective when received at the address specified above. Address changes may be made

from time-to-time by written notice. Facsimile transmission is acceptable notice, effective when

received; however, facsimile transmissions received after 4:30 o'clock p.m. or on weekends or holidays

will be deemed received on the next business day. The original of items that are transmitted by

facsimile equipment must also be mailed as required herein.

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- 4. It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto, or as constituting the County as an agent or representative of Aucilla for any purpose whatsoever. The County is to be and shall remain an independent entity with respect to all services performed under this agreement.
- 5. This agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this agreement will be held in Madison County, Florida, and this agreement will be interpreted according to the laws of the State of Florida.
- 6. In the event that any provision of this agreement shall be declared illegal, void, or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected, but shall remain in full force and effect.
- 7. This agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. The parties acknowledge that this agreement was negotiated at arms length by the parties, with adequate representation on an equal basis, and the filing of a suit challenging the negotiated terms of this agreement by either party shall be deemed a default and the agreement shall be terminated as provided herein. This agreement constitutes the entire agreement and understanding between the parties hereto and shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by both parties hereto.
- 8. This agreement may not be assigned by either the County or Aucilla without the written consent of the other party.

- 9. This agreement may be amended only by a written instrument specifically referring to this agreement and executed with the same formalities as this agreement.
- 10. The County, upon execution of this agreement, shall record this interlocal agreement in the public records of Lafayette County, Florida. Aucilla, upon execution of this agreement, shall record this interlocal agreement in the public records of its member counties.
- 11. This agreement shall become effective on the day and year first above-mentioned.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

LAFAYETTE COUNTY, FLORIDA

By: \_\_\_

LANCE LAMB

October 1, 2013

Chairman Board of County Commissioners

ATTEST:

Richer Lynn By?

Clerk

APPROVES AS TO FORM

favette County Attorney

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### AUCILLA AREA SOLID WASTE ADMINISTION

y: Malcolm V.

Commissioner, Chairman

Date: 9-27-13

10-17-2013

Witnesses as to AUCILLA

MADISON COUNTY, FLORIDA

By: WAYNE VICKERS

Commissioner, Chairman

Date: 9-18-2013

Witnesses as to Madison County

la , desk

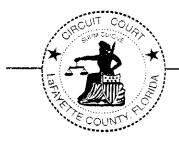
#### **APPENDIX V**

# Certification of Local Government Approval For Nonprofit Organizations

I, Ricky Lyons	duly authorized to act on behalf of the
(Name and Title)	
Lafayette County	hereby approve the submission of the following
(Name of City or County Government)	_
Emergency Solutions Grant Application proposed	by _United Way of Suwannee Valley, Inc.
	Name of Agency
which will serve persons living in Lafayette Cou	nty
	(Name of City or County)
the grant to be able to serve citizens in need wh	on has agreed to allow the nonprofit organization to seek to reside in this jurisdiction. This certification places no ont jurisdiction related to the nonprofit's performance of
By: Ricky Lyons	County Clerk
(Signature) October 14, 2013 (Date)	(Title)

This form **MUST BE** signed, dated and returned <u>with the grant application</u> in order for the application to be considered for funding.

Engrey 10/14/13



### **RICKY LYONS**

### CLERK OF COURT LAFAYETTE COUNTY, FLORIDA

### Book **34** Page **200**

October 14, 2013

Hon. Tim Sanders Clerk of Court Madison County P.O. Box 237 Madison, FL 32341

Dear Tim,

The Lafayette County Commission voted today to reconsider its decision to withdraw from the interlocal agreement with Madison County concerning Economic Development that was agreed upon November 28, 2011. The Board, after meeting with Crawford Powell, agreed to extend its participation to September 30, 2014. Before that date the Board will reevaluate the progress being made and make a determination for the future.

We appreciate Madison County's efforts to work with us in this endeavor.

Sincerely,

Clerk of Court Lafayette County

marid 10/15/13 Horans

Tim Walker

1st meeting in October

Lafayette County Property Appraiser

P.O. Box 6 • 120 W. Main Street Mayo, FL 32066 Office 386-294-1991 • Fax 386-294-1106 lafcopa@alltel.net • lafayettepa.com

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October 1, 2013

To: Lafayette County Board of County Commissioners From: Tim Walker-Lafayette County Property Appraiser

Listed below is the accrued sick leave for Donald E. Severance whose retirement date was September 30, 2013.

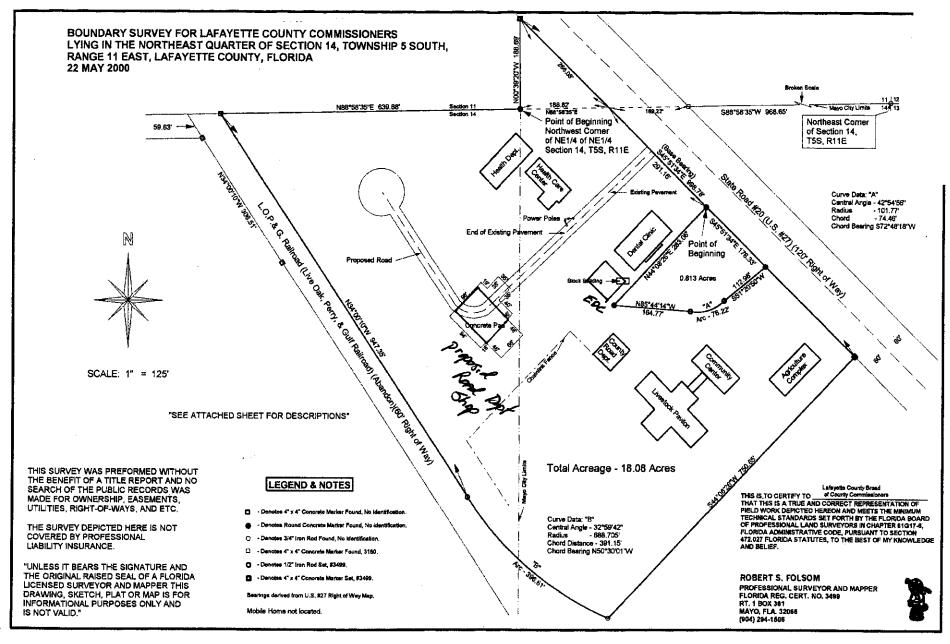
Total days accumulated sick leave -106 days 106 days X 50% = 53 days X \$115.38 per day = 6115.14

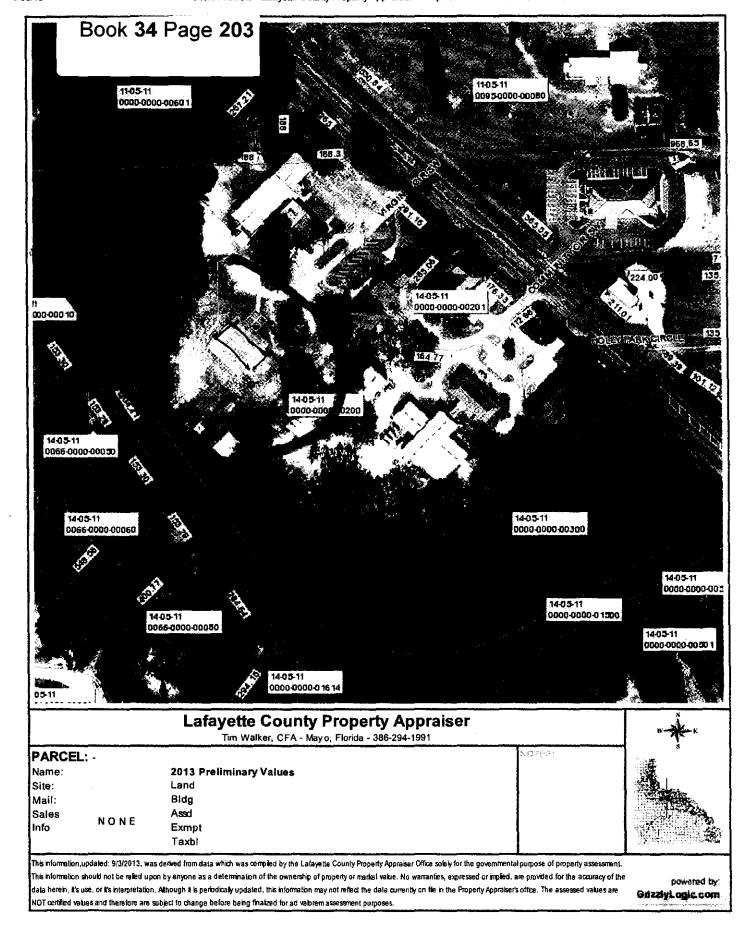
Thank fou

Tim Walker

Lafayette County Property Appraiser

appeared by box of





10

Request to Lafayette County Commissioners for help with my road right of way.

I've been using the road thru Blue Springs Park to get to my home for thirty nine years. I thought that using a road for twenty years established an Easement of Prescription, but that law is canceled if the State owns or obtains the road way property as I understand it. The road I use thru the Park is on the County road map except for 230.88 feet.

When the County originally created Blue Springs Park in 1983 a gate was put in our common property line so I could continue using this roadway. B.O.C.C. meeting October 3, 1983 Bk 14 - p. 97.

When the Park was turned over to the State in January 2004 the Commissioners offered to write a letter to the State about me using the road thru the Park to my home. This is not in the minutes of the January 26, 2004 meeting.

I've had it surveyed and am applying to The Internal Improvement Trust for a permanent easement of the 230.88 feet. One of the requirements is "a letter from the applicable local planning agency stating that the proposed easement is consistent with the local government comprehensive plan.

Even though it is nine years later would the Board consider still writing that letter saying for the twenty years the County operated the Park I was provided keys for all gates and there were never any conflicts.

Jerry L. Metzger

Excerpt from October 3,1983 B. O. C. C. meeting - bk. 14 - p. 97

The Board also discussed Mr. Jerry Metzger's residence near Blue Springs and that he would have to go through the park to get to it. The Board was advised that Mr. Metzger has no complaints with using gates through the park area.

Mr. Mit

# 4<sup>th</sup> District Collection Site Applicants

**Candace Moses Harris** 

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**Arthur Earl Knight** 

Susan Renee Tomlinson

Ryan Kenneth Zimmerman

Sett Salles

I have contacted all applicants with either a phone or face to face interview.

My recommendation is that the Board picks one for the collection site attendant job at the 4<sup>th</sup> district and let the other applicants be in a sub pool. In that way we enlarge our sub pool for times in which we need extra workers for the collection sites.

Thank You

Scott Sadler



October 14, 2013

Honorable Ricky Lyons, Clerk of Court Lafayette County Board of Commissioners Post Office Box 88 Mayo, Florida 32066

Re: Maximum Millage Levy Calculation Final Disclosure

Dear Mr. Lyons:

The Department of Revenue has reviewed the maximum millage levy calculation final disclosure documents submitted by your taxing authority. The Department's review included documents relating to the millage levying processes and the total taxes levied by your principal taxing authority and any dependent special districts and MSTUs (for counties). Based on the documents submitted for all these entities, the Department has determined that your taxing authority is in compliance with the maximum total taxes levied requirements, and thus the maximum millage levy requirements, of s. 200.065(5), Florida Statutes.

This determination applies only to the maximum millage levy requirements of section 200.065(5), Florida Statutes. Findings regarding the TRIM certification requirements of section 200.065, Florida Statutes, will be sent in a separate letter.

Sincerely,

James McAdams, Director Property Tax Oversight Program

JM/ukc # 44.01

Child Support Enforcement – Ann Coffin, Director ● General Tax Administration – Maria Johnson, Director Property Tax Oversight - James McAdams, Director ● Information Services – Damu Kuttikrishnan, Director





October 14, 2013

Honorable Ricky Lyons, Clerk of Court Lafayette County Board of Commissioners Post Office Box 88 Mayo, Florida 32066

Re: Truth in Millage (TRIM) Certification

Dear Mr. Lyons:

The Department of Revenue has reviewed the millage certification documents submitted by your taxing authority and determined that it meets the certification requirements of subsections 200.065(1)-(4), (6)-(12), (14) and (15), Florida Statutes. The Department has found no violation of the requirements of the listed subsections and accordingly accepts your certification as meeting the stated requirements.

This determination applies only to the TRIM certification requirements in the listed subsections of section 200.065, Florida Statutes. A determination regarding the maximum millage levy requirements of section 200.065(5), Florida Statutes, will be sent in a separate notice.

Sincerely,

James McAdams, Director Property Tax Oversight Program

JM/ukc # 44.01

Property Tax Oversight - James McAdams, Director ● Information Services - Damu Kuttikrishnan, Director www.myflorida.com/dor

Child Support Enforcement - Ann Coffin, Director • General Tax Administration - Maria Johnson, Director



DON QUINCEY, JR. Chairman Chiefland, Florida

ALPHONAS ALEXANDER
Vice Chairman
Madison, Florida

RAY CURTIS Secretary / Treasurer Perry, Florida

KEVIN BROWN Alachua, Florida

GEORGE COLE Monticello, Florida

VIRGINIA H. JOHNS Alachua, Florida

GARY F. JONES Old Town, Florida

VIRGINIA SANCHEZ Old Town, Florida

GUY N. WILLIAMS Lake City, Florida

ANN B. SHORTELLE, Ph.D. Executive Director Gainesville, Florida

### SUWANNEE RIVER WATER MANAGEMENT DISTRICT

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October 22, 2013

Ricky Lyons Lafayette County Clerk of Court P.O. Box 88 Mayo, FL 32066

Subject: Aquifer Data Collection Wells on County Road Right-of -Way

Dear Lafayette County Board of County Commissioners:

The Suwannee River Water Management District (District) is respectfully requesting to install aquifer data collection wells within the Lafayette County road right-of-way at the three locations indicated on the attached maps. The data collected will be used by the District to help develop aquifer, lake and spring restoration plans in Lafayette County. The data will also be used to hopefully verify the positive results of implemented restoration activities.

The District will coordinate the exact location of the wells with the County before drilling starts. The District will install and properly abandoned the wells at its expense when the project is complete. We anticipate that we will monitor the sites for the next 10 years.

Thank you for considering this request and for partnering with the District on improving and protecting our water resources.

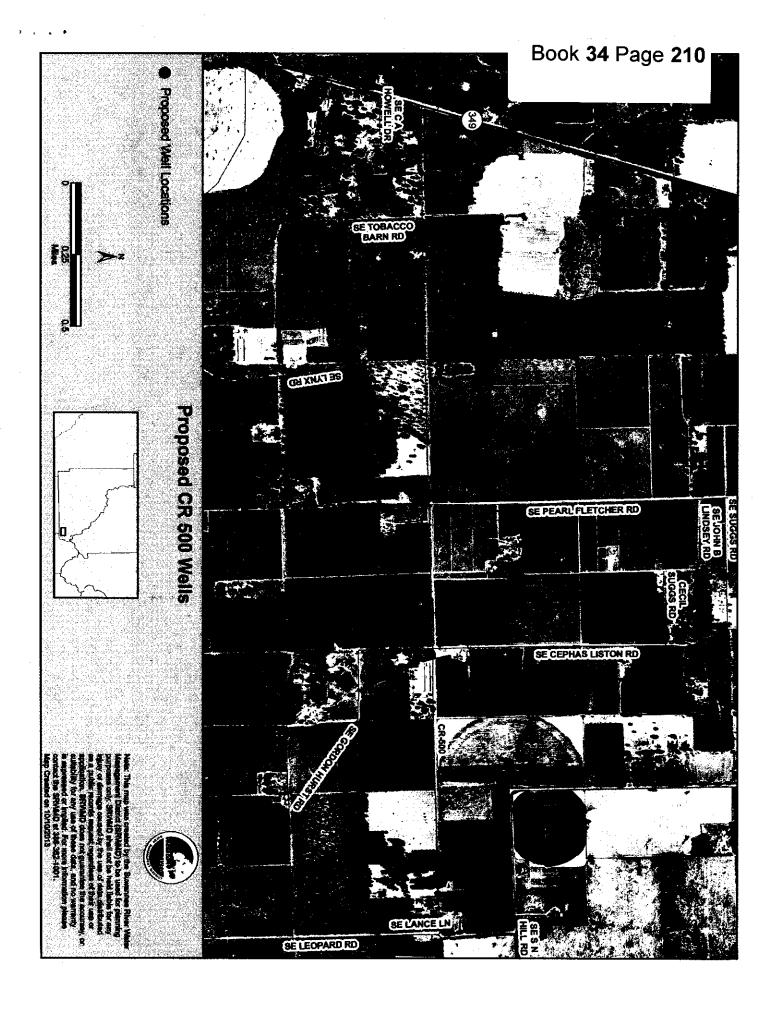
Sincerely.

Brian Kauffman, P.E.

Senior Professional Engineer

BCK/tm





Lafayette County (GNF)

Check	Check	Vendor			
Number	Date	Number	Name	Check Amount	Check Type
050547	10/14/2013	AASW	Aucilla Area Solid Waste Admin	10,368.15	Auto
050548	10/14/2013	AFLAC	AFLAC	1,187.70	Auto
050549	10/14/2013	BR	Blue Rok, Inc.	5,684.66	Auto
050550	10/14/2013	BSW	Blue Summit Waters, LLC	136.60	Auto
050551	10/14/2013	CE	Cumbaa Enterprises	1,390.00	Auto
050552	10/14/2013	CNAS	CNA Surety	202.60	
050553	10/14/2013	CPF	Certified Plumbing & Electric	324.09	
050554	10/14/2013		Cotton State Life	66.60	Auto
050555	10/14/2013		Cindy Tysall	30.45	Auto
050556	10/14/2013		Culligan Water Conditioning	5.35	Auto
)50557	10/14/2013	DBM	Dr. Bogdan Maliszewski	700.00	
50558	10/14/2013		Daniel's Funeral Home		Auto
50559	10/14/2013		Dish Network	1,200.00	Auto
50560	10/14/2013			88.27	
50561	10/14/2013		Doctors' Memorial Hospital	3,017.00	Auto
50562			Dell Marketing L.P.	2,645.00	Auto
150563	10/14/2013		ETR, LLC.	141.60	Auto
	10/14/2013		FCPA	600.00	Auto
50564	10/14/2013		Family Dollar	35.00	Auto
50565	10/14/2013		Flint Equipment Company	635.28	Auto
50566	10/14/2013		Greatamerica Financial Service	58.50	Auto
50567	10/14/2013	HASI	Hamlin Auto Supply, Inc	932.35	Auto
50568	10/14/2013	HE	Hatch Enterprises, Inc.	2,240.00	Auto
50569	10/14/2013	HRA	Harold R Arthur DMD, PA	498.00	Auto
50570	10/14/2013	JPIS	Just Play It Sports	6,424.05	Auto
50571	10/14/2013	KWB	Ketchum, Wood & Burgert	3,598.60	Auto
50572	10/14/2013	L4H	Lafayette 4-H	3,022.65	Auto
50573	10/14/2013	MACL	Mayo Air Conditioning, LLC	1,200.00	Auto
50574	10/14/2013	MAP	Mayo Auto Parts	1,955.21	Auto
50575	10/14/2013	MF	Mayo Fertilizer	267.95	Auto
50576	10/14/2013	MH	Mayo Hardware		Auto
50577	10/14/2013	MOS	McCrimon's Office Supply		Auto
50578	10/14/2013		Mayo Postmaster		Auto
0579	10/14/2013		Matheson Tri-Gas Inc.		Auto
0580		NFPM	North Florida Pharmacy of Mayo		Auto
0581		NTAS	Neece Tire & Auto Service Inc		
0582	10/14/2013		Nextran Truck Center - Lake Ci		Auto
0583	10/14/2013	=	Pridgeon's Power Equipment &		Auto
60584	10/14/2013	=	Radiology Assoc Tallahassee PA	209.14	
0585	10/14/2013 F				Auto
0586	10/14/2013		Ring Power		Auto
0587	10/14/2013 3		Sam's Club		Auto
0588	10/14/2013 \$		Southeastern Consulting Engine		Auto
			Sage Checks & Forms		Auto
0589 0500	10/14/2013 5		South Georgia Media Group		Auto
0590 0504		SGMG	South Georgia Media Group		Auto
0591	10/14/2013 S		Sonitrol		Auto
0592	10/14/2013 S		Suwannee River Water		Auto
0593	10/14/2013 S		Staples Advantage		Auto
0594	10/14/2013 S		Suwannee Valley Electric		Auto
0595	10/14/2013 T		Timberland Ford	172.66	Auto
0596	10/14/2013 T		Town of Mayo	839.64	Auto
0597	10/14/2013 T	REVOR	Trevor Hicks	159.98	Auto
0598	10/14/2013 V	V	Windstream	748.74	Auto
)599	10/14/2013 W	√BH	W. B. Howland Co.		Auto
0600	10/14/2013 W	/RW	W R Williams Distributors	21,140.26	

Run Date: 10/10/2013 11:24:21AM

A/P Date: 10/10/2013

Activity From: 10/14/2013 to 10/14/2013

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Lafayette County (GNF)

Bank Code: Check Number	A General Fun Check Date	d Vendor Number	Name		Check Amount	Check Type
050601	10/14/2013		Zoll Medical Corporation GPO		62,784.77	Auto
050602	10/14/2013		AIG/American General		454.66	Auto
050603	10/14/2013		Blue Cross Blue Shield of FL		51,444.67	Auto
050604	10/14/2013		Blue Rok, Inc.		1,630.50	Auto
050605	10/14/2013		Darabi & Associates		7,845.20	Auto
050606	10/14/2013	ETR	ETR, LLC.		665.60	Auto
050607	10/14/2013	FAC	Florida Association of Countie		250.00	Auto
050608	10/14/2013	FAC	Florida Association of Countie		1,942.00	Auto
050609	10/14/2013	FCPA	FCPA		300.00	Auto
050610	10/14/2013	FD	Family Dollar		66.15	Auto
050611	10/14/2013	FDACS	FL Dept. of Ag & Consumer Ser		22,716.69	Auto
050612	10/14/2013	FMIT	Florida Municipal Insurance Tr		36,113.75	Auto
050613	10/14/2013	GAL	Columbia County BCC		1,343.70	Auto
050614	10/14/2013	GG	Hon. Greg Godwin		2,876.90	Auto
050615	10/14/2013	HBVFD	Hatchbend Volunteer Fire Dept		2,000.00	Auto
050616	10/14/2013	KSB	Kansas State Bank		8,714.08	Auto
050617	10/14/2013	LCCC	Lafayette County Clerk of Cour		13,340.91	Auto
050618	10/14/2013	LCHD	Lafayette County Health Dept.		5,251.00	Auto
050619	10/14/2013	LCPA	Lafayette County Property App.		20,604.16	Auto
050620	10/14/2013	LCSC	Lafayette County Sheriff		61,500.00	Auto
050621	10/14/2013	LCSE	Lafayette County Sup of Electi		14,664.83	Auto
050622	10/14/2013	LCSE9	Lafayette County Sheriff		18,500.00	Auto
050623	10/14/2013	LCSLE	Lafayette County Sheriff		78,500.00	Auto
050624	10/14/2013	LCTC	Lafayette County Tax Collector		20,970.00	Auto
050625	10/14/2013	LN	Liberty National Life Insuranc		371.48	Auto
050626	10/14/2013	ME	Mowrey Elevator Co of FL		238.22	
050627	10/14/2013	NACO	National Association of Counti		450.00	Auto
050628	10/14/2013	NCFRPC	N. Cen. FL Regional Planning C		•	Auto
050629	10/14/2013	NT	Nicole Thompson		516.00	Auto
050630	10/14/2013	PD	Public Defender Occupancy Acco		360.49	Auto
050631	10/14/2013	PDIT	Public Defender I.T.		122.50	Auto
050632	10/14/2013	RPJA	Robert P. Jones & Associates		3,237.00	Auto
050633	10/14/2013	SA	Jeff Siegmeister		1,706.17	Auto
050634	10/14/2013	SAIT	Jeff Siegmeister		·	Auto
050635	10/14/2013	SICD	Standard Insurance Company			Auto
050636	10/14/2013	SICL	Standard Insurance Company		•	Auto
50637	10/14/2013		Standard Insurance Company			Auto
50638	10/14/2013		Security Safe Company, Inc.			Auto
			,	Bank A Total:	531,963.72	
				Report Total:	531,963.72	

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 14TH DAY OF OCTOBER, 2013.

Run Date: 10/10/2013 11:24:21AM

A/P Date: 10/10/2013

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

LIST OF WARRANTS DRAWN ON THE **INDUSTRIAL PARK** FUND.

FROM THE LAFAYETTE COUNTY STATE BANK, ON OCTOBER 14, 2013.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
HOWARD SEPTIC TANK SERV UNITED RENTALS SUWANNEE VALLEY ELECTRIC PEARSON'S READY MIX CONC MAYO HARDWARE	MAINTENANCE MAINTENANCE UTILITIES MAINTENANCE MAINTENANCE	552-460 552-460 552-430 552-460 552-460		\$ 225.00 \$ 1,054.42 \$ 86.89 \$ 600.00 \$ 1,355.96
TOTAL				\$ 3,322.27

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 14TH DAY OF OCTOBER, 2013.

Gail 4. Garrand.

Curtif Chambers

Joseph Bygg

Carnest J. Jones

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

LIST OF WARRANTS DRAWN ON THE **ROAD & BRIDGE SECONDARY FUND**.

FROM THE LAFAYETTE COUNTY STATE BANK, ON OCTOBER 14, 2013.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	A	MOUNT
FL ASSOC OF COUNTIES TRUST	LIABILITY INSURANCE	541-450		\$	53,127.00
			:		
			!		
					<u></u>
TOTAL	ļ			\$	53,127.00

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 14TH DAY OF OCTOBER, 2013.

Janu Jal Jail 7. Januard Gertin Phamen Loch Byst Darnest A. Jones

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

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

FROM THE FIRST FEDERAL BANK, ON OCTOBER 14, 2013.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
WINDSTREAM AT&T STATE OF FLORIDA	COMMUNICATIONS COMMUNICATIONS COMMUNICATIONS	526-410 526-410 526-410		\$ 651.05 \$ 125.00 \$ 568.26
TOTAL				\$ 1,344.31

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 14TH DAY OF OCTOBER, 2013.

Jaryes & Hamain Jaruest & Janes