

REGULAR MEETING  
SEPTEMBER 12, 2011  
9:00 A.M.

**Book 32 Page 127**

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 T. Jack Byrd, Dist. 4; Commissioner Earnest L. Jones, Dist. 5; and Lafayette County Attorney Leenette McMillan-Fredriksson.

### **APPROVE THE MINUTES**

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

### **HEALTH DEPARTMENT ANNUAL CONTRACT**

On a motion by Mrs. Garrard and a second by Mr. Lamb, the Board voted unanimously to approve the Annual Health Department Contract.

### **DONNIE LAND, PUBLIC SAFETY**

On a motion by Mr. Byrd and a second by Mrs. Garrard, the Board voted unanimously to approve a Dixie County Mutual Assistant Agreement for William Laskanic to provide paramedic services in Lafayette County.

Upon general consent, the Board decided to re-bid for the installation of electrical drops to be installed at the Volunteer Fire Department, due to inaccurate information on the current bid.

### **HAZARDOUS WASTE GENERATOR AGREEMENT**

On a motion by Mr. Lamb and a second by Mrs. Garrard, the Board voted unanimously to approve the annual Hazardous Waste Generator Agreement with the North Central Florida Regional Planning Council.

### **ANNUAL COMPREHENSIVE PLAN SERVICES AGREEMENT**

On a motion by Mrs. Garrard and a second by Mr. Hamlin, the Board voted unanimously to approve the annual Comprehensive Plan Services Agreement with the North Central Florida Regional Planning Council.

**2012 HOLIDAY SCHEDULE**

On a motion by Mr. Hamlin and a second by Mr. Byrd, the Board voted unanimously to approve the 2012 Holiday Schedule for the county offices and employees.

**VALUE ADJUSTMENT BOARD MEMBERS**

On a motion by Mr. Lamb and a second by Mr. Hamlin, the Board voted unanimously to appoint Mr. Donnie Hamlin, Mrs. Gail Garrard and John C. Hewett or Brandon Hewett to the Value Adjustment Board.

**APPROVE THE BILLS**

On a motion by Mr. Hamlin and a second by Mrs. Garrard, with the exception of the Byrd's Power Equipment bill, the Board voted unanimously to approve the following bills:

- General Fund - \$254,330.28
- Industrial Park Fund - \$805.00
- Emergency 911 Fund - \$1,345.52
- Courthouse Renovation Reserve Fund - \$597.27
- Transportation Improvement Fund - \$1,000.00
- Capital Projects Fund - \$39,788.48

On a motion by Mr. Lamb and a second by Mrs. Garrard, with Mr. Byrd abstaining, the Board voted unanimously to approve the Byrd's Power Equipment bill in the amount of \$753.67.

**CHANGE ORDER REQUEST FOR LYNCH CONSTRUCTION**

On a motion by Mr. Byrd and a second by Mrs. Garrard, the Board voted unanimously to approve a change order request on the E.O.C. and Dental Clinic remodel from Lynch Construction.

**SHIP SUBORDINATION AGREEMENT**

On a motion by Mr. Byrd and a second by Mr. Hamlin, the Board voted unanimously to approve the SHIP Subordination Agreement for Taylor.

**RESOLUTION DECLARING SEPTEMBER WORKFORCE  
DEVELOPMENT MONTH**

On a motion by Mr. Hamlin and a second by Mr. Lamb, the Board voted unanimously to approve a Resolution declaring September as Workforce Development month.

**RESOLUTION FOR PRAYER AT CEMETERY**

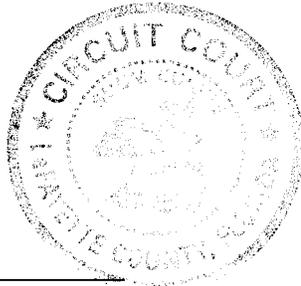
On a motion by Mrs. Garrard and a second by Mr. Hamlin, the Board voted unanimously to approve the attached resolution opposing the Veteran's Administration censorship of prayers at Veteran funerals in government owned cemeteries.

**LIBRARY BOARD'S OLD VAN**

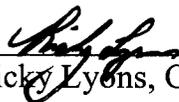
On a motion by Mr. Byrd and a second by Mr. Hamlin, the Board voted unanimously to approve having the Road Department to review the status of the Library Board's old van so they can sell it.

**ADJOURN**

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



Attest:

  
Ricky Lyons, Clerk

  
Ernest L. Jones, Chairman

Approved this 26<sup>th</sup> day of September, 2011.



**APPOINTED OFFICERS (continued)**

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

**DISCLOSURE OF LOCAL OFFICER'S INTEREST**

I, T. JACK BYRD, hereby disclose that on 9/12, 2011.

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, \_\_\_\_\_;
- inured to the special gain or loss of my relative, \_\_\_\_\_;
- inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- inured to the special gain or loss of \_\_\_\_\_, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

*Invoice payable to Byrd's Power Equipment considered and approved to be paid.*

9/12/11  
Date Filed

*T. Jack Byrd*  
Signature T. Jack Byrd

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

2012 HOLIDAYS

New Year's Day (observed)	Monday, January 2, 2012
Martin Luther King Jr. Birthday	Monday, January 16, 2012
President's Day	Monday, February 20, 2012
Good Friday	Friday, April 6, 2012
Memorial Day	Monday, May 28, 2012
Independence Day	Wednesday, July 4, 2012
Labor Day	Monday, September 3, 2012
Veteran's Day	Monday, November 12, 2012
Thanksgiving Day	Thursday, November 22, 2012
Friday after Thanksgiving	Friday, November 23, 2012
Christmas Eve	Monday, December 24, 2012
Christmas Day	Tuesday, December 25, 2012

*approved by Lafayette  
County Commission on 9/12/11  
Shirley Ann Clark*



Rick Scott  
Governor

H. Frank Farmer, Jr., M.D., Ph.D., FACP  
State Surgeon General

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August 26, 2011

Mr. Trevor Hicks  
Lafayette County Rescue  
P.O. Box 236  
Mayo, FL 32066

Book 32 Page 133

Dear Mr. Hicks:

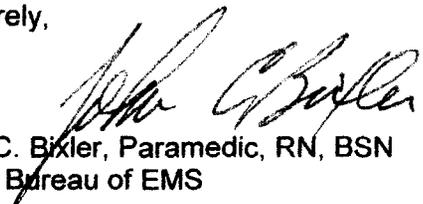
Congratulations on your outstanding Compliance Monitoring site survey conducted by the Bureau of Emergency Medical Services on August 16, 2011. We found no deficiencies during our site survey. Your vehicles and service records were outstanding. Thank you for being a role model of excellence as an EMS provider in the state of Florida.

Also, please extend my sincere gratitude to your staff for their assistance and for the overall contribution to your service and community. Your continued support of emergency medical services is deeply appreciated.

Enclosed is a post site survey evaluation form designed to assist us in continually improving our Compliance Monitoring program. Please complete the enclosed form and return it to my office at your earliest convenience. I trust that you will share with me any concerns or kudos regarding your site survey.

Again, thank you for your assistance in the Compliance Monitoring program and I look forward to hearing from you.

Sincerely,



John C. Bixler, Paramedic, RN, BSN  
Chief, Bureau of EMS

JCB/wnp  
cc: Robert F. Spindell, D.O., Medical Director

FISCAL YEAR 2012

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES

AGREEMENT

BETWEEN THE

BOARD OF COUNTY COMMISSIONERS  
OF LAFAYETTE COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this 12 day of SEPT 2011, by and between the Board of County Commissioners of Lafayette County, Florida, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

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

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

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

ARTICLE I - SCOPE OF SERVICES

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

ARTICLE II - COMPENSATION

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

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

ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2011 and shall end on September 30, 2012. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

ARTICLE IV - TERMINATION WITHOUT CAUSE

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

ARTICLE V - DEFAULT AND TERMINATION

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

ARTICLE VI - NONDISCRIMINATION

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

ARTICLE VII - LIABILITY

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

ARTICLE VIII - ASSIGNABILITY

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

ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

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

ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

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

ARTICLE XI - AMENDMENT OF AGREEMENT

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

ARTICLE XII - COMPLETE CONTRACT

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

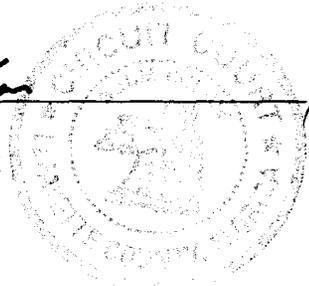
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

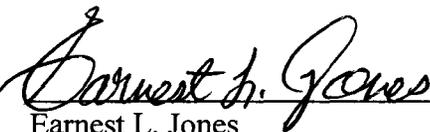
BOARD OF COUNTY COMMISSIONERS  
OF LAFAYETTE COUNTY

Attest:

Seal

  
\_\_\_\_\_  
Ricky Lyons  
County Clerk



  
\_\_\_\_\_  
Earnest L. Jones  
Chairman

NORTH CENTRAL FLORIDA  
REGIONAL PLANNING COUNCIL

Attest:

Seal

  
\_\_\_\_\_  
Scott R. Koons  
Executive Director

  
\_\_\_\_\_  
Roy Ellis  
Chairman

APPENDIX A

SCOPE OF SERVICES

FOR THE

FISCAL YEAR 2012

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

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

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

FISCAL YEAR 2012

HAZARDOUS WASTE MONITORING AGREEMENT BETWEEN

BOARD OF COUNTY COMMISSIONERS  
OF LAFAYETTE COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

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

ARTICLE I - SCOPE OF SERVICES

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ARTICLE II - COMPENSATION

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

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

ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2011 and shall end on September 30, 2012. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

ARTICLE IV - TERMINATION WITHOUT CAUSE

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

ARTICLE V - DEFAULT AND TERMINATION

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

ARTICLE VI - NONDISCRIMINATION

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

ARTICLE VII - LIABILITY

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

ARTICLE VIII - ASSIGNABILITY

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

ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

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

ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

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

ARTICLE XI - AMENDMENT OF AGREEMENT

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

ARTICLE XII - COMPLETE CONTRACT

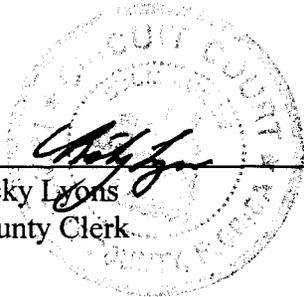
This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the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

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

BOARD OF COUNTY COMMISSIONERS  
OF LAFAYETTE COUNTY

Attest:

Seal



Ricky Lyons  
County Clerk

Earnest L. Jones  
Chairman

NORTH CENTRAL FLORIDA  
REGIONAL PLANNING COUNCIL

Attest:

Seal

Scott R. Koons  
Executive Director

Roy Ellis  
Chairman

APPENDIX A

SCOPE OF WORK

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

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



**CLEMONS, RUTHERFORD  
& ASSOCIATES, INC.**

2027 Thomasville Road  
Tallahassee, FL 32308  
(850) 385-6153 FAX: (850) 386-8420

**LETTER OF TRANSMITTAL**

ATTN: Hal Lynch	DATE: 09/08/11	JOB NO: 10065
TO: Harlie Lynch Construction Company 306 SW County Road 300 Mayo, FL 32066	RE: Lafayette County Remodel for EOC	
	UPS	

- WE ARE SENDING YOU:       ATTACHED       UNDER SEPARATE COVER
- SHOP DRAWINGS       FLOPPY DISKS       PRINTS       SPECIFICATIONS
- CHANGE ORDERS       COPY OF LETTER       OTHER \_\_\_\_\_

COPIES	NO.	DESCRIPTION
3		Change Order #001 (Dental Clinic Revisions)
		PLEASE SIGN ALL COPIES AND FORWARD TO RICKY LYONS FOR EXECUTION.
		PLEASE RETURN ONE FULLY EXECUTED COPY TO MY ATTENTION. Thank You.

**THESE ARE TRANSMITTED AS CHECKED BELOW:**

- FOR APPROVAL       NO EXCEPTION TAKEN       RESUBMIT      \_\_\_\_\_ COPIES FOR APPROVAL
- FOR YOUR USE       MAKE CORRECTION NOTED       SUBMIT      \_\_\_\_\_ FOR DISTRIBUTION
- AS REQUESTED       REJECTED - RESUBMIT       RETURN      \_\_\_\_\_ CORRECTED PRINTS
- FOR REVIEW AND COMMENT       FOR BIDS DUE \_\_\_\_\_

**REMARKS:**

Copy to File      Signed: Will Rutherford      WR/rs

*Commissioners:*  
This change order allows HAL to use his subs to get the Dental Clinic ready for Doctor's Memorial. MARCUS will still be used on certain AREAS.  
Ricky

# Harlie Lynch Construction Company, Inc.

P.O. Box 187  
Mayo, FL 32066  
(386) 294-1891  
QB0004668

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30 August 2011

Clemons Rutherford & Associates, Inc.  
Mr. Will Rutherford  
2027 Thomasville Road  
Tallahassee, Fl.

RE: Doctors Memorial Clinic Remodel  
Mayo, Florida

Dear Will:

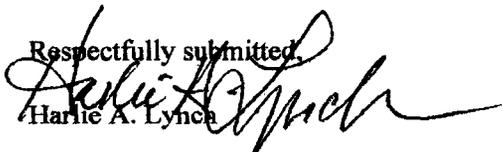
Please find below the summary of cost for the above referenced project. All other construction costs are to be provided by the Owner. Our construction cost for this project is limited to the following:

1. General Conditions:	\$14,338.00
General Liability Insurance	
Supervision	
Pre Const. Fee	
2. Lightgauge Metal Framing (labor and materials):	\$14,080.00
3. Batt Insulation ( Labor only):	1,948.00
4. Dow Blue Board Insulation (labor and material):	3,202.00
5. Gypsum Board ( labor and material):	21,776.00
6. Ceiling Insulation R30 Kraft ( labor and material):	3,420.00
7. Acoustial Ceilings ( labor and material):	6,375.00
8. Hollow Metal Frames, Wood Doors, Hardware ( Material only):	10,042.00
9. Millwork ( material )	16,542.00
10. Millwork Installation:	2,865.00
11. Plumbing (labor and material):	26,780.00
12. HVAC (labor and material) ( cleaning existing duct not included)	28,611.00
13. Electrical (labor & material as per quote)	28,100.00
14. Contractor Fee: (based on \$210,000.00) 9.5%	19,950.00
Total cost of the above items:	\$198,029.00

Note: If builders risk insurance is required add \$1,000.00

Respectfully submitted,

Harlie A. Lynch



 **AIA<sup>®</sup> Document G701<sup>™</sup> – 2001**

**Change Order**

<b>PROJECT</b> (Name and address): 10065 Lafayette County EOC Mayo, Florida	<b>CHANGE ORDER NUMBER:</b> 001 <b>DATE:</b> September 8, 2011	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address): Harlie Lynch Construction Company P. O. Box 187 Mayo, Florida 32066	<b>ARCHITECT'S PROJECT NUMBER:</b> 10065 <b>CONTRACT DATE:</b> <b>CONTRACT FOR:</b> General Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

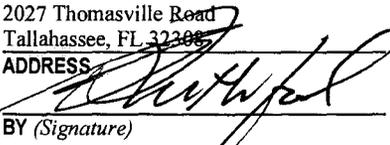
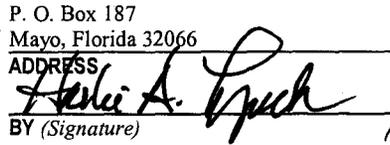
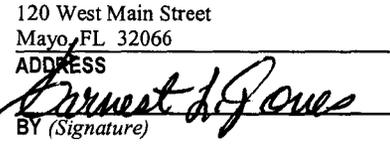
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)  
Dental Clinic Revisions

The original Guaranteed Maximum Price was	\$ 463,220.00
The net change by previously authorized Change Orders	\$ 0.00
The Guaranteed Maximum Price prior to this Change Order was	\$ 463,220.00
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	\$ 198,029.00
The new Guaranteed Maximum Price including this Change Order will be	\$ 661,249.00

The Contract Time will be increased by Ninety (90) days.  
The date of Substantial Completion as of the date of this Change Order therefore is April 1, 2012.

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Clemons, Rutherford & Associates, Inc.	Harlie Lynch Construction Company	Lafayette County Board of County Commissioners
<b>ARCHITECT</b> (Firm name)	<b>CONTRACTOR</b> (Firm name)	<b>OWNER</b> (Firm name)
2027 Thomasville Road Tallahassee, FL 32306	P. O. Box 187 Mayo, Florida 32066	120 West Main Street Mayo, FL 32066
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
		
<b>BY</b> (Signature)	<b>BY</b> (Signature)	<b>BY</b> (Signature)
William D. Rutherford	Harlie A. Lynch	Ernest Jones, Chairman Lafayette County Board of County Commissioners
(Typed name)	(Typed name)	(Typed name)
September 8, 2011	9 Sept. 2011	9/12/11
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

PROCLAMATION

WORKFORCE DEVELOPMENT MONTH

WHEREAS, meaningful employment is fundamental to maintaining a healthy and vibrant economy as well as to providing Floridians with a sense of self-worth and contribution to their families and communities; and

WHEREAS, the people of our county are our greatest asset and vital to our ability to expand economic opportunities and firmly establish the Sunshine State as a global leader in the 21<sup>st</sup> Century; and

WHEREAS, the dedicated men and women who support the workforce talent needs through our regional workforce development system are committed to assisting us by providing exemplary career training and employment assistance; and

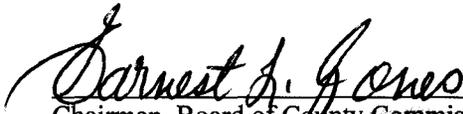
WHEREAS, EmployFlorida.com, known as the Employ Florida Marketplace, serves as the state's powerful online job matching and labor market information exchange tool, is available at no charge 24 hours a day to assist people seeking new jobs and employers seeking new talent, and serves as an essential resource of the state workforce system and a gateway to additional services for enhancing Florida's workforce talent; and

WHEREAS, during the 11 years since Florida's workforce development system was created with the groundbreaking enactment of the Workforce Innovation Act of 2000, the people who make up our regional system includes 28 Certified Workforce Professionals on staff, have served more than 34,000 customer visits, logged over 20,000 miles in mobile job services, filled over 1,500 job vacancies and served 634 employers in the past year; and

WHEREAS, Florida's workforce system continues to serve as a national model for Innovation and has been recognized with honors such as the recent number-one ranking for workforce in CNBC's fourth annual America's Top States for Business ranking; and

WHEREAS, the volunteer leaders and dedicated professionals who serve on the Regional Workforce Board remain firmly committed to the top priorities of helping our unemployed citizens get back to work and assisting those who are employed to advance within their professions while maintaining the system's demand-driven, business-led focus and strengthening our state's talent supply chain to secure a sustainable and vibrant economic future for our state;

NOW, THEREFORE, we, the Board of County Commissioners of Lafayette County, do hereby extend greetings and best wishes to all observing September 2011 as Workforce Development Month.

  
\_\_\_\_\_  
Chairman, Board of County Commissioners

9/2/11  
\_\_\_\_\_  
Date



**A RESOLUTION OPPOSING THE CENSORSHIP AND PROHIBITION OF PRAYER AT VETERANS' FUNERALS HELD AT THE VETERANS ADMINISTRATION HOUSTON NATIONAL CEMETERY.**

**WHEREAS**, the Veterans Administration Houston National Cemetery and its director are censoring and prohibiting prayer at Veteran funerals; and

**WHEREAS**, this is a clear violation of the veterans' and their families' fundamental rights of religious expression and freedom of speech; and

**WHEREAS**, having prayer at a funeral, even at a government owned cemetery, is an individual choice and is completely void of any attempt to influence government through prayer or religion;

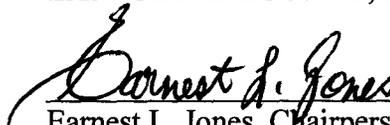
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA:**

That the Lafayette County Board of County Commissioners strongly opposes any government employee or agency censoring or prohibiting prayer where said prayer does not violate the fundamental principles of separation of church and state.

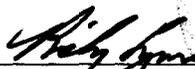
This Resolution shall be effective immediately upon adoption.

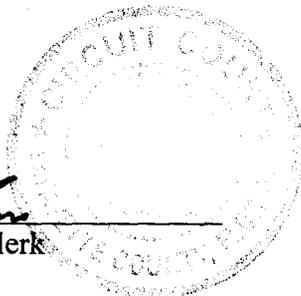
**RESOLVED** in regular session this 12 day of September, 2011.

BOARD OF COUNTY COMMISSIONERS  
LAFAYETTE COUNTY, FLORIDA

  
\_\_\_\_\_  
Earnest L. Jones, Chairperson

ATTESTED:

  
\_\_\_\_\_  
Ricky Lyons, Clerk



**Check History Report**  
**Sorted By Check Number**  
**Activity From: 9/12/2011 to 9/12/2011**

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
046797	9/12/2011	AFLAC	AFLAC	671.16	Auto
046798	9/12/2011	BMC	Betty Mills Company	63.81	Auto
046799	9/12/2011	BPE	Byrd's Power Equipment	753.67	Auto
046800	9/12/2011	BR	Blue Rok, Inc.	1,649.80	Auto
046801	9/12/2011	BTM	Bound Tree Medical, LLC.	290.92	Auto
046802	9/12/2011	CA	Communications Associates	428.00	Auto
046803	9/12/2011	CE	Cumbaa Enterprises	1,674.20	Auto
046804	9/12/2011	CPE	Certified Plumbing & Electric	514.42	Auto
046805	9/12/2011	CSL	Cotton State Life	145.28	Auto
046806	9/12/2011	CTY	Cindy Tysall	30.19	Auto
046807	9/12/2011	DBM	Dr. Bogdan Maliszewski	700.00	Auto
046808	9/12/2011	DISH	Dish Network	82.61	Auto
046809	9/12/2011	ETR	ETR, LLC.	236.67	Auto
046810	9/12/2011	FS	Fairbanks Scales	880.00	Auto
046811	9/12/2011	GCBS	Gulf Coast Business Systems	354.56	Auto
046812	9/12/2011	GFT	Gordon Ford Tractor	87.43	Auto
046813	9/12/2011	GLC	Greatamerica Leasing Corp.	181.85	Auto
046814	9/12/2011	HASI	Hamlin Auto Supply, Inc	758.65	Auto
046815	9/12/2011	HASTY	Hasty's Communications	2,175.00	Auto
046816	9/12/2011	HCS	Hill's Computer Service	175.97	Auto
046817	9/12/2011	HRA	Harold R Arthur DMD, PA	346.00	Auto
046818	9/12/2011	L4H	Lafayette 4-H	1,247.27	Auto
046819	9/12/2011	LCFA	Lafayette County Property App.	2,858.75	Auto
046820	9/12/2011	LOPC	Live Oak Paint Center	36.46	Auto
046821	9/12/2011	LOT	Live Oak Tractor	421.66	Auto
046822	9/12/2011	LSL	LightSquared LP	69.52	Auto
046823	9/12/2011	MAC	Mayo Cafe	20.38	Auto
046824	9/12/2011	MAP	Mayo Auto Parts	2,770.77	Auto
046825	9/12/2011	MIR	Medical Instrumentation Repair	410.00	Auto
046826	9/12/2011	MOS	McCrimon's Office Supply	74.77	Auto
046827	9/12/2011	MTCI	Mayo Truck Clinic, Inc.	1,885.00	Auto
046828	9/12/2011	MTG	Matheson Tri-Gas Inc.	283.67	Auto
046829	9/12/2011	NFPM	North Florida Pharmacy of Mayo	189.17	Auto
046830	9/12/2011	NTAS	Neece Tire & Auto Service Inc	374.80	Auto
046831	9/12/2011	ODCG	Overhead Door Company of Gaine	1,755.00	Auto
046832	9/12/2011	PEF	Progress Energy Florida, Inc.	1,214.80	Auto
046833	9/12/2011	QC	Quill Corporation	887.35	Auto
046834	9/12/2011	QM	Quadmed, Inc.	419.20	Auto
046835	9/12/2011	RKD	RK Distributing, Inc.	89.55	Auto
046836	9/12/2011	RP	Ring Power	1,119.46	Auto
046837	9/12/2011	SGMG	South Georgia Media Group	102.93	Auto
046838	9/12/2011	SON	Sonitrol	165.60	Auto
046839	9/12/2011	SS	School Specialty	238.43	Auto
046840	9/12/2011	SSC	Security Safe Company, Inc.	836.00	Auto
046841	9/12/2011	SSCF	Sage Software Checks & Forms	177.29	Auto
046842	9/12/2011	SVE	Suwannee Valley Electric	23.24	Auto
046843	9/12/2011	TOM	Town of Mayo	553.30	Auto
046844	9/12/2011	W	Windstream	2,918.99	Auto
046845	9/12/2011	WCSI	Wright Container Services, Inc	715.00	Auto
046846	9/12/2011	WOS	Ware Oil & Supply	198.08	Auto
046847	9/12/2011	WRW	W R Williams Distributors	22,739.57	Auto
046848	9/12/2011	AIG	AIG/American General	599.35	Auto
046849	9/12/2011	BCBS	Blue Cross Blue Shield of FL	44,142.03	Auto
046850	9/12/2011	DDIC	Delta Dental Insurance Company	1,098.79	Auto

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
046851	9/12/2011	DROA	Public Defender Occupancy Act.	379.47	Auto
046852	9/12/2011	FD	Family Dollar	76.00	Auto
046853	9/12/2011	FEC	Flint Equipment Company	726.00	Auto
046854	9/12/2011	LCCC	Lafayette County Clerk of Cour	11,017.87	Auto
046855	9/12/2011	LCPA	Lafayette County Property App.	17,772.62	Auto
046856	9/12/2011	LCSC	Lafayette County Sheriff	36,747.00	Auto
046857	9/12/2011	LCSE	Lafayette County Sup of Electi	13,064.51	Auto
046858	9/12/2011	LCSE9	Lafayette County Sheriff	10,481.00	Auto
046859	9/12/2011	LCSLE	Lafayette County Sheriff	39,681.00	Auto
046860	9/12/2011	LCTC	Lafayette County Tax Collector	18,435.25	Auto
046861	9/12/2011	LN	Liberty National Life Insuranc	356.14	Auto
046862	9/12/2011	ME	Mowrey Elevator Co of FL	238.22	Auto
046863	9/12/2011	MP	Mayo Postmaster	56.00	Auto
046864	9/12/2011	MP	Mayo Postmaster	264.00	Auto
046865	9/12/2011	PDIT	Public Defender I.T.	122.50	Auto
046866	9/12/2011	PPP	Putnal's Premium Pine Straw	675.00	Auto
046867	9/12/2011	SA	Robert L. Jarvis, Jr.	1,615.00	Auto
046868	9/12/2011	SAIT	Robert L. Jarvis, Jr.	540.00	Auto
<b>Bank A Total:</b>				<u>255,083.95</u>	
<b>Report Total:</b>				<u><u>255,083.95</u></u>	

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 12TH DAY OF SEPTEMBER, 2011.

*Lorne Lee*  
\_\_\_\_\_  
*Gail Garrard*  
\_\_\_\_\_  
*Arthur O. Humber*  
\_\_\_\_\_  
*Jack Byrd*  
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*Carnest d. Jones*  
\_\_\_\_\_

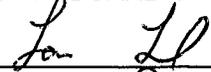
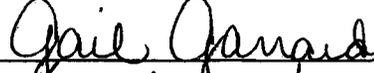
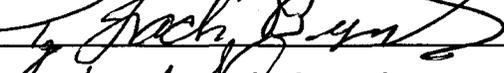
**BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL**

LIST OF WARRANTS DRAWN ON THE COURTHOUSE RENOVATION RESERVE FUND.

FROM THE FIRST FEDERAL SAVINGS BANK, ON SEPTEMBER 12, 2011.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
DUCKSWORTH ROOFING	CONSTRUCTION	519-620		\$ 250.00
MAYO THRIFTWAY	CONSTRUCTION	519-620		\$ 102.22
MAYO TRUSS COMPANY	CONSTRUCTION	519-620		\$ 16.00
WB HOWLAND	CONSTRUCTION	519-620		\$ 219.55
CERTIFIED PLUMBING & ELECT	CONSTRUCTION	519-620		\$ 9.50
MOWREY CONCRETE FINISHING	CONSTRUCTION	519-620		\$ 500.00
TOTAL				\$ 1,097.27

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 12TH DAY OF SEPTEMBER, 2011.

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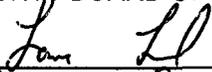
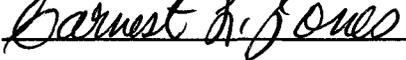
**BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL**

LIST OF WARRANTS DRAWN ON THE CAPITAL PROJECTS FUND.

FROM THE LAFAYETTE COUNTY STATE BANK, ON SEPTEMBER 12, 2011.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
CITY ELECTRIC SUPPLY	CONSTRUCTION	519-620	_____	\$ 418.63
TRI COUNTY LOCKSMITHS	CONSTRUCTION	519-620	_____	\$ 205.00
ULINE	CONSTRUCTION	519-620	_____	\$ 1,832.07
WRIGHT CONTAINER SERVICES	CONSTRUCTION	519-620	_____	\$ 275.00
CA OWEN ASSOCIATES	CONSTRUCTION	519-620	_____	\$ 36,920.00
CERTIFIED PLUMBING & ELECT	CONSTRUCTION	519-620	_____	\$ 137.78
TOTAL				\$ 39,788.48

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 12TH DAY OF SEPTEMBER, 2011.

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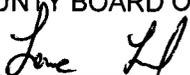
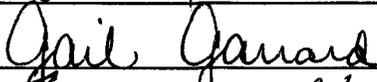
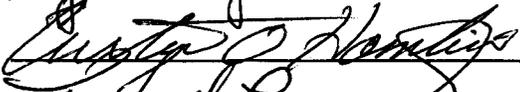
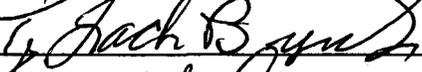
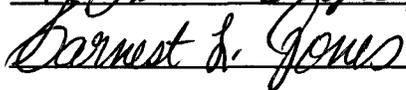
**BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL**

LIST OF WARRANTS DRAWN ON THE TRANSPORTATION IMPROVEMENT FUND.

FROM THE LAFAYETTE COUNTY STATE BANK, ON SEPTEMBER 12, 2011.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
THE BANK OF NEW YORK TRUS	DEBT SERVICE	541-610		\$ 1,000.00
TOTAL				\$ 1,000.00

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 12TH DAY OF SEPTEMBER, 2011.

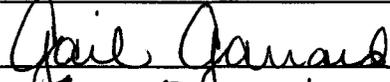
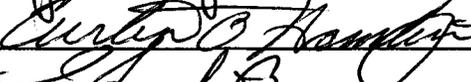
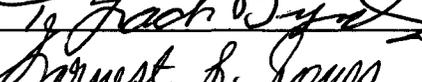
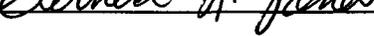
**BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL**

LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.

FROM THE FIRST FEDERAL BANK, ON SEPTEMBER 12, 2011.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
WINDSTREAM	COMMUNICATIONS	526-410		\$ 652.26
STATE OF FLORIDA	COMMUNICATIONS	526-410		\$ 568.26
AT&T	COMMUNICATIONS	526-410		\$ 125.00
TOTAL				\$ 1,345.52

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 12TH DAY OF SEPTEMBER, 2011.

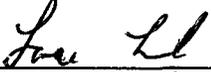
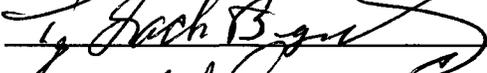
**BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL**

LIST OF WARRANTS DRAWN ON THE INDUSTRIAL PARK FUND.

FROM THE LAFAYETTE COUNTY STATE BANK, ON SEPTEMBER 12, 2011.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
DUCKSWORTH ROOFING	MAINTENANCE	552-460	_____	\$ 400.00
MIKE GLEATON ELECTRIC	MAINTENANCE	552-460	_____	\$ 130.00
WRIGHT CONTAINER SERVICES	MAINTENANCE	552-460	_____	\$ 275.00
TOTAL				\$ 805.00

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 12TH DAY OF SEPTEMBER, 2011.

  
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