

REGULAR MEETING
SEPTEMBER 14, 2015
9:00 A.M.

BOOK 36 PAGE 392

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

OPEN THE BOARD OF ADJUSTMENTS MEETING

PETITION FOR VARIANCE 15-02

On a motion by Mr. Jones and a second by Mr. Adams, the Board voted unanimously to have Mrs. McMillan-Fredriksson read Variance 15-02 by title only. On a motion by Mr. Lamb and a second by Mr. Adams, the Board voted unanimously to approve the petition for Variance 15-02 by Isaiah Cully as agent for Dwight and Robin Walker.

ADJOURN THE BOARD OF ADJUSTMENTS MEETING

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

OPEN THE BOARD OF COUNTY COMMISSIONER'S MEETING

APPROVE THE MINUTES

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

WATER LINES AT THE INDUSTRIAL PARK

On a motion by Mr. Pridgeon and a second by Mr. Adams, the Board voted unanimously to approve a quote from Wolfe Plumbing to cap off three water lines at the Industrial Park.

MAYO COMMUNITY CENTER CUSTODIAN

On a motion by Mr. Jones and a second by Mr. Lamb, the Board voted unanimously to advertise for a new Custodian at the Mayo Community Center.

APPOINT MEMBERS TO THE VALUE ADJUSTMENT BOARD

On a motion by Mr. Jones and a second by Mr. Adams, the Board voted unanimously to appoint the following members to the Value Adjustment Board: Curtis O. Hamlin, Lance Lamb, and John Hewett.

CONSIDER A RESOLUTION FOR "FRACKING"

The Board considered a Resolution in opposition to "Fracking". After discussion, and after Susan Fairforest read the Resolution aloud to the Board, on a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to table this issue until the next morning meeting on October 12, 2015.

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL ANNUAL AGREEMENTS

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

On a motion by Mr. Adams and a second by Mr. Jones, the Board voted unanimously to approve the North Central Florida Regional Planning Council's annual agreement to monitor Hazardous Waste Generators.

APPROVE THE BILLS

On a motion by Mr. Jones and a second by Mr. Pridgeon, with the exception of the Paul Lamb bill, the Board voted unanimously to approve the following bills:

General Fund - \$458,015.11
Emergency 911 Fund - \$1,321.33
Industrial Park Fund - \$356.79

On a motion by Mr. Pridgeon and a second by Mr. Jones, with Mr. Lamb abstaining, the Board voted unanimously to approve the Paul Lamb bill in the amount of \$440.00.

APPOINT RICKY LYONS TO INSURANCE COMMITTEE

On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to appoint Mr. Ricky Lyons to the Committee for the Group Health Insurance consortium.

APPROVE ADDING THE F.R.S. SENIOR MANAGEMENT SERVICE CLASSIFICATION TO THE NEXT AGENDA

On a motion by Mr. Pridgeon and a second by Mr. Lamb, the Board voted unanimously to add the F.R.S. Senior Management Service classification line item to the next agenda.

INDIGENT BURIAL REQUEST

On a motion by Mr. Jones and a second by Mr. Lamb, the Board voted unanimously to approve an Indigent Burial Request if it was needed. (See attached.)

APPROVE AN INVOICE FOR PAYMENT

On a motion by Mr. Adams and a second by Mr. Pridgeon, the Board voted unanimously to approve an invoice to the N.F.E.D. Partnership for payment.

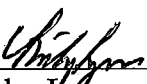
RECESS TO TOUR THE VOLUNTEER FIRE DEPARTMENT

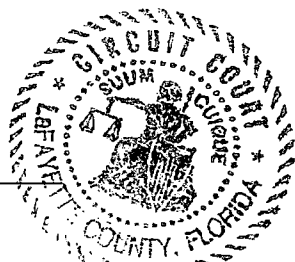
On a motion by Mr. Jones and a second by Mr. Lamb, the Board voted unanimously to recess the meeting to tour the Volunteer Fire Department.

ADJOURN

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

Attest:


Ricky Lyons, Clerk




Curtis O. Hamlin, Chairman

Approved this 28th day of September, 2015.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME LAMB, LANCE F.		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS	
MAILING ADDRESS 509 S.W. County Road 350		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Mayo	COUNTY Lafayette	<input type="checkbox"/> CITY <input checked="" type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED September 14, 2015		NAME OF POLITICAL SUBDIVISION: Lafayette County, Florida	
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

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, LANCE F. LAMB, hereby disclose that on Sept. 14, 20 15

(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, Paul Lamb _____;
- _____ 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 Paul Lamb considered and approved to be paid.

Date Filed

9-14-15

Signature

Lance F. Lamb

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.

FISCAL YEAR 2016

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES

AGREEMENT

BETWEEN THE

BOARD OF COUNTY COMMISSIONERS
OF LAFAYETTE COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this _____ day of _____ 2015, 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, 2015 and shall end on September 30, 2016. 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.

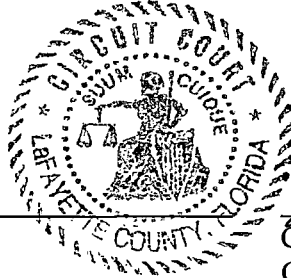
BOOK 36 PAGE 400

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.

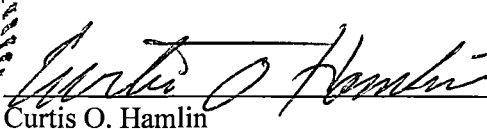
**BOARD OF COUNTY COMMISSIONERS
OF LAFAYETTE COUNTY**

Attest:

Seal



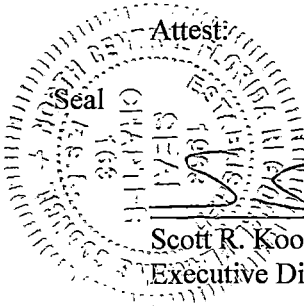

Ricky Lyons
County Clerk


Curtis O. Hamlin
Chair

**NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL**

Attest:

Seal




Scott R. Koons
Executive Director


Daniel Riddick
Chair

APPENDIX A
SCOPE OF SERVICES

BOOK 36 PAGE 401

FOR THE

FISCAL YEAR 2016

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 2016

HAZARDOUS WASTE MONITORING AGREEMENT BETWEEN

**BOARD OF COUNTY COMMISSIONERS
OF LAFAYETTE COUNTY, FLORIDA**

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this _____ day of _____ 2015, by and between the Board of County Commissioners of Lafayette County, Florida, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

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

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

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

ARTICLE I - SCOPE OF SERVICES

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

ARTICLE II - COMPENSATION

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

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

ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2015 and shall end on September 30, 2016. 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.

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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.

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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.

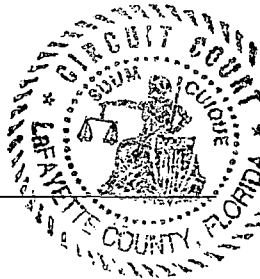
**BOARD OF COUNTY COMMISSIONERS
OF LAFAYETTE COUNTY**

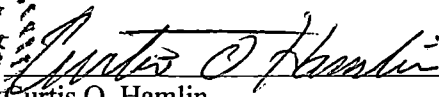
Attest:

Seal



Ricky Lyons
County Clerk





Curtis O. Hamlin
Chair

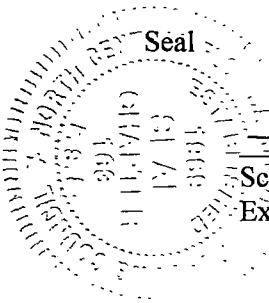
**NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL**

Attest:

Seal



Scott R. Koons
Executive Director





Daniel Riddick
Chair

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.

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

STATE OF FLORIDA
COUNTY OF LAFAYETTE:

Before the undersigned authority personally appeared

LOUISE SHEDDAN

who on oath says that she is
Legal Secretary

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

PUBLIC NOTICE

in the matter of

LCBCC PUBLIC HEARING RE: V15-02

was published in said newspaper in the issues of

SEPTEMBER 3, 2015

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

Sworn to and subscribed before me this 3rd day of
September, 2015.

(SEAL) Notary Public

Personally known to or produced identification _____

Type of identification produced _____

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LAFAYETTE COUNTY NOTICE LAND USE ACTION

A PUBLIC HEARING IS SCHEDULED
TO CONSIDER A REQUEST FOR:

V15-02, a petition by Isaiah Cully Agent for Dwight & Robin Walker to request a variance be granted as provided for in Section 3.2.5 of the Land Development Regulations to reduce the West side yard setback from 50 feet to 15 feet & East side yard setback from 50 feet to 45 feet within an AGRICULTURAL 3 (A-3) ZONING DISTRICT on property described as follows:

A parcel of land in Section 08, Township 06, Range 13 in Lafayette County, Florida.

LEG 0001.20 ACRES LOT 22 THE LANDING AT CYPRESSPOINT FIRST ADDITION PB A P 99- 102 PUBLIC RECORDS LAFAYETTE CO.FL. OR BK 123 P. 346; OR BK 217 P. 461
Parcel Number: 08-06-13-0077-0000-00220 Containing 1.2 acres

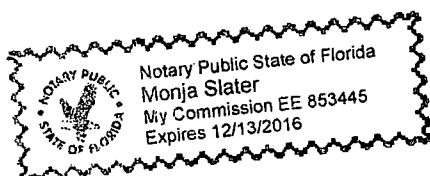
A copy of the petition for a variance is available for public inspection at the Office of the County Building Official, County Courthouse, located at 120 West Main Street (Hwy 27), during regular business hours.

At the aforementioned public hearing, all interested parties may appear to be heard with respect to the proposed variance.

FOR MORE INFORMATION
CONTACT BOBBY JOHNSON,
COUNTY BUILDING OFFICIAL
AT (386) 294-3611 OR 294-4403

WHEN:
September 14, 2015
9:00AM

WHERE:
COUNTY COURTHOUSE
COMMISSIONERS MEETING
ROOM 2nd FLOOR
09/03/2015



RESOLUTION NO. V15-02

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA SERVING AS THE BOARD OF ADJUSTMENT OF LAFAYETTE COUNTY, FLORIDA, GRANTING A VARIANCE AS AUTHORIZED UNDER SECTION 3.2.5 OF THE LAFAYETTE COUNTY LAND DEVELOPMENT REGULATIONS, PROVIDING FOR A VARIANCE TO ALLOW A REDUCTION OF THE WEST SIDE SETBACK FROM 50 FEET TO 15 FEET & REDUCTION OF EAST SIDE YARD SETBACKS FROM 50 FEET TO 45 FEET WITHIN AN AGRICULTURAL 3 (A-3) ZONING DISTRICT AS PROVIDED FOR IN SECTION 4.5.7 OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF LAFAYETTE COUNTY, FLORIDA; PROVIDING FOR REVOCATION OF THE VARIANCE; REPEALING RESOLUTIONS IN CONFLICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Lafayette County Land Development Regulations, hereinafter referred to as the Land Development Regulations, empowers the Board of County Commissioners of Lafayette County, Florida, serving as the Board of Adjustment of Lafayette County, Florida, hereinafter referred to as the Board of County Commissioners, serving as the Board of Adjustment, to grant or deny variances as authorized under Section 3.2.5 of the Land Development Regulations;

WHEREAS, a petition for a variance, as described below, has been filed with the County;

WHEREAS, pursuant to the Land Development Regulations, the Board of County Commissioners, serving as the Board of Adjustment, held the required public notice having been provided, on said petition for a variance, as described below, and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said petition for a variance, as described below;

WHEREAS, the Board of County Commissioners, serving as the Board of Adjustment, has found that they are empowered under Section 3.2.5 of the Land Development Regulations to grant or deny a variance, as described below;

WHEREAS, The Board of County Commissioners, serving as the Board of Adjustment, has determined and found that the granting of said petition for a variance, as described below, would promote the public prosperity or general welfare;

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

- (a) special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district;
- (b) such special conditions and circumstances do not result from the actions of the applicant;
- (c) granting the variance requested will not confer on the applicant a special privilege that is denied by the land development regulations to other lands, buildings or structures in the same zoning district;

- (d) literal interpretation of the provisions of the land development regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development regulations and would work unnecessary and undue hardship on the applicant;
- (e) the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure; and
- (f) granting of the variance will be in harmony with the general intent and purpose of the land development regulations, and such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE, FLORIDA, SERVING AS BOARD OF ADJUSTMENTS OF LAFAYETTE COUNTY FLORIDA THAT:

Section 1. Pursuant to a petition, V15-02, by ISAIAH CULLY AGENT FOR DWIGHT & ROBIN WALKER, requesting a Variance be granted to the requirements of section 4.5.7 of the Land Development Regulations the Board of County Commissioners, serving as the Board of Adjustment of Lafayette County, Florida, hereby grants a variance to allow reduction of West side setbacks from 50 feet to 15 feet & reduction of East side yard setbacks from 50 feet to 45 feet in an AGRICULTURAL 3 (A-3) zoning district, in accordance with a site plan dated August 25, 2015 on property Described as follows:

A parcel of land in Section 08, Township 06, Range 13 East, Lafayette County, Florida.
LEG 0001.20 ACRES LOT 22 THE LANDING AT CYPRESSPOINT FIRST
ADDITION PB A P 99- 102 PUBLIC RECORDS LAFAYETTE CO.FL. OR BK 123
P. 346; OR BK 217 P. 461

Section 2. All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 3. This resolution shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED in regular session with a quorum present and voting, by the Board of County Commissioners, serving as the Board of Adjustment, this 14 day of Sept 2015.

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

Attest:




Ricky Lyons, County Clerk


Curtis O. Hamlin, Chairman

**LAFAYETTE COUNTY INDUSTRIAL PARK RENT
AUGUST 2015**

BUSINESS	FEB RENT	MAR RENT	APR RENT	MAY RENT	JUNE RENT	JULY RENT	AUG RENT	SEPT RENT	BALANCE ON ACT
A+ Trailers & Fabrications	\$763.33	\$763.33	\$763.33	\$763.33	\$763.33	\$763.33	\$763.33	\$763.33	\$0.00
Agri Metal Supply	\$891.66	\$891.66	\$891.66	\$891.66	\$891.66	\$891.66	\$891.66	\$891.66	\$0.00
Animal Health International	\$545.92	\$545.92	\$545.92	\$545.92	\$545.92	\$538.17	\$538.17	\$538.17	\$0.00
Bell Woodworks*	\$677.67	\$677.67	\$677.67	\$677.67	\$677.67	\$677.67			\$1,356.68
Pearson's Ready Mix	\$557.29	\$557.29	\$557.29	\$557.29	\$557.29	\$557.29	\$557.29	\$557.29	\$0.00
Perry Precast	\$972.00	\$972.00	\$972.00	\$972.00	\$972.00	\$972.00	\$972.00	\$972.00	\$0.00
Wallace Scrap Metal	\$1,396.73	\$1,396.73	\$1,396.73	\$1,396.73	\$1,396.73	\$1,396.73	\$1,396.73	\$1,396.73	\$0.00
Marine Diving Equipment**									\$7,585.00
*Bell Woodworks has not paid for Aug & Sept 2015									
**Marine Diving Equipment Acct is Closed. No payment has been made since 9/19/12									
ALL RENT SHALL BE DUE IN ADVANCE ON THE 1ST DAY OF EACH MONTH PER LEASE TERMS									
INVOICE'S ARE DATED AND MAILED OUT ON THE 9TH OF THE EACH MONTH									

9/4/2015
Casey Ditter

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HC

**LAFAYETTE COUNTY SOLID WASTE/LANDFILL
AUGUST 2015
REPORT**

[illegible]

LAFAYETTE COUNTY BUILDING DEPARTMENT REPORT FOR AUGUST 2015

PERMIT	IMPACT FEE	NEW	MOBILE	CAMPER	MISC	SRCHG	TOTAL
		CONSTRUCTION					
2M15-162	300.00		300.00		150.00	4.50	754.50
2M15-163					100.00	4.00	104.00
2M15-164					100.00	4.00	104.00
2M15-165					77.25	4.00	81.25
2M15-166					60.00	4.00	64.00
2M15-167					60.00	4.00	64.00
2M15-168					60.00	4.00	64.00
2M15-169					75.00	4.00	79.00
2M15-170					100.00	4.00	104.00
2M15-171					75.00	4.00	79.00
2M15-172					60.00	4.00	64.00
2M15-173					478.48	14.33	492.81
2M15-174							PENDING
2M15-175							PENDING
2M15-176					100.00	4.00	104.00
2M15-177							PENDING
2M15-178		ADD(910 SQ FT.) 591.23				17.74	608.97
2M15-179					100.00	4.00	104.00
2M15-180							PENDING
2M15-181					75.00	4.00	79.00
2M15-182					75.00	4.00	79.00
2M15-183					100.00	4.00	104.00
2M15-184			300.00				300.00
2M15-185		ADD(656 SQ FT.)103.80				4.00	107.80
2M15-186					109.87	4.00	113.87
2M15-187					91.06	4.00	95.06
2M15-188		NEW SFR(1361 SQ FT.) 702.85				21.09	723.94
2M15-189					250.00	7.50	257.50
2M15-190					60.00	4.00	64.00
2M15-191					75.00	4.00	79.00
TOTALS	300.00	1397.88	600.00	0.00	2,431.66	145.16	4,874.70
MISC. = ROOF, PLUMBING, ELECTRICAL, AG POLES, HOODS, STORAGE, REMODEL							

Check History Report
Sorted By Check Number
Activity From: 9/14/2015 to 9/14/2015

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Lafayette County (GNF)

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
054211	9/14/2015	A+T	A+ Trailers & Fabrication, Inc	1,001.00	Auto
054212	9/14/2015	AASW	Aucilla Area Solid Waste Admin	23,866.48	Auto
054213	9/14/2015	ADSS	Advanced Disposal Services	1,305.00	Auto
054214	9/14/2015	AFLAC	AFLAC	746.56	Auto
054215	9/14/2015	APS	Alachua Pest Services, LLC	435.33	Auto
054216	9/14/2015	BEARD	Beard Equipment Company	821.38	Auto
054217	9/14/2015	BR	Blue Rok, Inc.	1,509.41	Auto
054218	9/14/2015	BSW	Blue Summit Waters, LLC	157.10	Auto
054219	9/14/2015	BTM	Bound Tree Medical, LLC.	906.40	Auto
054220	9/14/2015	CARD	Card Services	263.78	Auto
054221	9/14/2015	CBS	Constangy, Brooks & Smith, LLP	75.00	Auto
054222	9/14/2015	CCDC	C.C. Dickson Company	248.63	Auto
054223	9/14/2015	CE	Cumbaa Enterprises	2,301.00	Auto
054224	9/14/2015	CPE	Certified Plumbing & Electric	610.97	Auto
054225	9/14/2015	CSL	Cotton State Life	66.60	Auto
054226	9/14/2015	CTY	Cindy Tysall	16.41	Auto
054227	9/14/2015	DBM	Dr. Bogdan Maliszewski	700.00	Auto
054228	9/14/2015	DDI	Diamond Drugs, Inc.	32.28	Auto
054229	9/14/2015	DISH	Dish Network	99.17	Auto
054230	9/14/2015	FISHER	Fisher Scientific	437.10	Auto
054231	9/14/2015	GLC	Greatamerica Financial Service	107.37	Auto
054232	9/14/2015	HASI	Hamlin Auto Supply, Inc	1,127.35	Auto
054233	9/14/2015	JCL	Julius Lawson	26.67	Auto
054234	9/14/2015	JFS	Jiffy Food Stores	539.93	Auto
054235	9/14/2015	L4H	Lafayette 4-H	1,668.09	Auto
054236	9/14/2015	MAP	Mayo Auto Parts	1,331.26	Auto
054237	9/14/2015	MH	Mayo Hardware	1,934.31	Auto
054238	9/14/2015	MOS	McCrimmon's Office Supply	48.00	Auto
054239	9/14/2015	MT	Mayo Thriftway	40.93	Auto
054240	9/14/2015	MTC	Mayo Truss Company	52.00	Auto
054241	9/14/2015	MTCI	Mayo Truck Clinic, Inc.	70.00	Auto
054242	9/14/2015	MTRI	Med-Tech Resource Inc.	677.41	Auto
054243	9/14/2015	NFPM	North Florida Pharmacy of Mayo	436.98	Auto
054244	9/14/2015	PSF	Parker Sod Farms	116.00	Auto
054245	9/14/2015	QM	Quadmed, Inc.	252.80	Auto
054246	9/14/2015	RP	Ring Power	5,245.56	Auto
054247	9/14/2015	SGMG	South Georgia Media Group	241.71	Auto
054248	9/14/2015	SSC	Security Safe Company, Inc.	1,562.00	Auto
054249	9/14/2015	SVE	Suwannee Valley Electric	28.74	Auto
054250	9/14/2015	TCI	Tri-County Irrigation, Inc.	56.02	Auto
054251	9/14/2015	TOM	Town of Mayo	717.30	Auto
054252	9/14/2015	U	Upstart	9.33	Auto
054253	9/14/2015	W	Windstream	566.98	Auto
054254	9/14/2015	WBH	W. B. Howland Co.	300.52	Auto
054255	9/14/2015	WRW	W R Williams Distributors	11,974.96	Auto
054256	9/14/2015	AC	Anderson Columbia	80,258.65	Auto
054257	9/14/2015	AIG	AIG/American General	447.04	Auto
054258	9/14/2015	BCBS	Blue Cross Blue Shield of FL	52,150.20	Auto
054259	9/14/2015	BTM	Bound Tree Medical, LLC.	299.42	Auto
054260	9/14/2015	CRIBBS	Cribbs & Sons, Inc.	956.12	Auto
054261	9/14/2015	DA	Darabi & Associates	14,944.40	Auto
054262	9/14/2015	DA	Darabi & Associates	12,500.00	Auto
054263	9/14/2015	GLI	Glover Landscape & Irrigation	880.50	Auto
054264	9/14/2015	JHS	Joe Hayes Services	1,312.17	Auto

Check History Report
Sorted By Check Number
Activity From: 9/14/2015 to 9/14/2015

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Lafayette County (GNF)

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
054265	9/14/2015	JPB	Nature Coast Services, LLC	1,200.00	Auto
054266	9/14/2015	LCCC	Lafayette County Clerk of Cour	13,704.83	Auto
054267	9/14/2015	LCPA	Lafayette County Property App.	21,799.49	Auto
054268	9/14/2015	LCSC	Lafayette County Sheriff	54,909.00	Auto
054269	9/14/2015	LCSE	Lafayette County Sup of Electi	8,135.85	Auto
054270	9/14/2015	LCSE9	Lafayette County Sheriff	28,518.00	Auto
054271	9/14/2015	LCSLE	Lafayette County Sheriff	68,711.00	Auto
054272	9/14/2015	LCTC	Lafayette County Tax Collector	24,732.13	Auto
054273	9/14/2015	LN	Liberty National Life Insuranc	241.40	Auto
054274	9/14/2015	ME	Mowrey Elevator Co of FL	245.37	Auto
054275	9/14/2015	MOS	McCrimon's Office Supply	55.00	Auto
054276	9/14/2015	MP	Mayo Postmaster	294.00	Auto
054277	9/14/2015	MTCI	Mayo Truck Clinic, Inc.	750.00	Auto
054278	9/14/2015	MTRI	Med-Tech Resource Inc.	88.84	Auto
054279	9/14/2015	NTAS	Neece Tire & Auto Service Inc	130.05	Auto
054280	9/14/2015	PD	Public Defender Occupancy Acco	370.07	Auto
054281	9/14/2015	PDIT	Public Defender I.T.	123.00	Auto
054282	9/14/2015	PL	Paul Lamb	440.00	Auto
054283	9/14/2015	QC	Quill Corporation	109.77	Auto
054284	9/14/2015	SA	Jeff Siegmeister	1,734.18	Auto
054285	9/14/2015	SAIT	Jeff Siegmeister	665.19	Auto
054286	9/14/2015	SICD	Standard Insurance Company	2,225.04	Auto
054287	9/14/2015	SICL	Standard Insurance Company	364.90	Auto
054288	9/14/2015	SICV	Standard Insurance Company	427.68	Auto

Bank A Total: 458,455.11

Report Total: 458,455.11

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE
LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 14TH DAY OF SEPTEMBER, 2015.

John J. Lee
Thomas G. Rucker
Curtis O. Hamner
James L. Jones
Darrest L. Jones

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

FROM THE LAFAYETTE COUNTY STATE BANK, ON SEPTEMBER 14, 2015.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
MAYO HARDWARE	MAINTENANCE	552-460		\$ 13.99
CERTIFIED PLUMBING & ELECT	MAINTENANCE	552-460		\$ 342.80
TOTAL				\$ 356.79

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 14TH DAY OF SEPTEMBER, 2015.

Lina Lal
 Thomas R. R. R.
 Curtis O. H. H.
 Ernest H. Jones

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.

FROM THE FIRST FEDERAL BANK, ON SEPTEMBER 14, 2015.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
AT&T	COMMUNICATIONS	526-410		\$ 125.00
WINDSTREAM	COMMUNICATIONS	526-410		\$ 644.71
STATE OF FLORIDA	COMMUNICATIONS	526-410		\$ 551.62
TOTAL				\$ 1,321.33

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE
COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 14TH DAY OF SEPTEMBER, 2015.

