

REGULAR MEETING
SEPTEMBER 22, 2014
5:40 P.M.

Book 35 Page 447

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 Leenette McMillan-Fredriksson, County Attorney.

OPEN THE REGULAR MEETING

On a motion by Mr. Byrd and a second by Mr. Hamlin, the Board voted unanimously to open the regular Board of County Commissioners meeting.

APPROVE THE MINUTES

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

COMMENTS FROM THE COMMUNITY

The following people brought up concerns about the Emergency Medical Services: Dale Richardson, Travis Sullivan, Leta Hawkins, and Tory Bemby.

PART TIME COLLECTION SITE ATTENDANT

On a motion by Mr. Jones and a second by Mr. Byrd, the Board voted unanimously to hire Erica Maurer as a part time collection site attendant.

TREE LIMBS ON LYNX ROAD

On a motion by Mr. Byrd and a second by Mr. Hamlin, the Board voted unanimously to approve a quote in the amount of \$595.00 from Tommy Richards to remove a tree that was in the right-of-way on Lynx Road to allow a new mobile home to be placed in there.

BUILDING INSPECTOR REQUEST FOR VACATION

On a motion by Mr. Jones and a second by Mr. Hamlin, the Board voted unanimously to approve Mr. Bobby Johnson, Lafayette County Building Inspector, taking off a week for vacation beginning October 19, 2014.

OLD ROAD DEPARTMENT SHOP

On a motion by Mr. Byrd and a second by Mr. Jones, the Board voted unanimously to approve pressure washing and painting the old Road Department Shop.

ANNUAL HAZARDOUS WASTE AGREEMENT

On a motion by Mr. Hamlin and a second by Mr. Jones, the Board voted unanimously to approve the annual agreement with the North Central Florida Regional Planning Council for the monitoring of hazardous waste generators.

ANNUAL AGREEMENT WITH PLANNING COUNCIL

On a motion by Mr. Jones and a second by Mrs. Garrard, the Board voted unanimously to approve the annual agreement with the North Central Florida Regional Planning Council for planning services.

APPROVE THE BILLS

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

General Fund - \$57,879.30

Courthouse Renovation Reserve Fund - \$44,493.77

ADVERTISE FOR RFP FOR CDBG DISASTER RELIEF

On a motion by Mr. Jones and a second by Mrs. Garrard, the Board voted unanimously to approve advertising for a consultant to apply for CDBG Disaster Relief funds.

ADJOURN

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



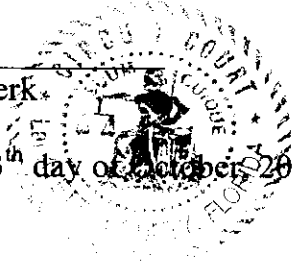
Lance Lamb, Chairman

Attest:



Rick Lyons, Clerk

Approved this 13th day of October 2014.



FISCAL YEAR 2015

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES

AGREEMENT

BETWEEN THE

BOARD OF COUNTY COMMISSIONERS
OF LAFAYETTE COUNTY, FLORIDA

Book 35 Page 450

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this _____ day of _____ 2014, 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, 2014 and shall end on September 30, 2015. 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.

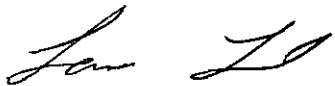
BOARD OF COUNTY COMMISSIONERS
OF LAFAYETTE COUNTY

Attest:

Seal





Ricky Lyons
County Clerk

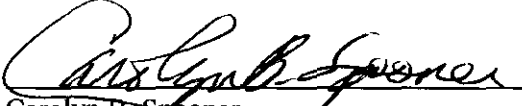

Lance Lamb
Chairman

NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL

Attest:

Seal


Scott R. Koons
Executive Director


Carolyn B. Spooner
Chair

APPENDIX A
SCOPE OF SERVICES
FOR THE
FISCAL YEAR 2015

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 2015

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 _____ 2014, 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".

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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, 2014 and shall end on September 30, 2015. 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

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ARTICLE XII - COMPLETE CONTRACT

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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.

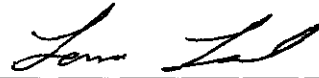
BOARD OF COUNTY COMMISSIONERS
OF LAFAYETTE COUNTY

Attest:

Seal


Ricky Lyons
County Clerk

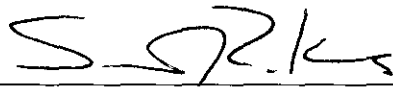


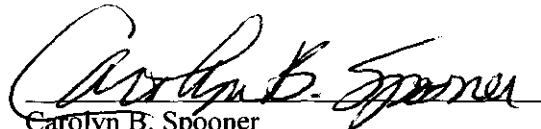

Lance Lamb
Chair

NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL

Attest:

Seal


Scott R. Koons
Executive Director


Carolyn B. Spooner
Chair

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.

RESOLUTION NO. 2014-CH-10

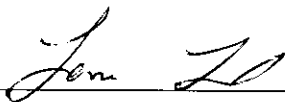
WHEREAS, Recent rainfall has produced flooding throughout Lafayette County, Florida and,

WHEREAS, the rain and flooding throughout the County could endanger the citizens lives, homes and welfare.

THEREFORE, BE IT RESOLVED, that pursuant to Florida Law the Lafayette County Commission declares a state of emergency and authorizes the Lafayette County staff, Emergency Management and Road Department to do what is necessary to assist the citizens of Lafayette County with the flooding events.

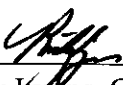
APPROVED this 22nd day of September, 2014.

BOARD OF COUNTY COMMISSIONERS
LAFAYETTE COUNTY, FLORIDA

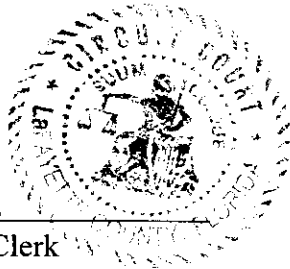


Lance Lamb, Chairman

Attest:



Ricky Lyons, Clerk



Check History Report
Sorted By Check Number
Activity From: 9/22/2014 to 9/22/2014

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
052654	9/22/2014	AASW	Aucilla Area Solid Waste Admin	10,538.64	Auto
052655	9/22/2014	ADSS	Advanced Disposal Services	135.00	Auto
052656	9/22/2014	BEARD	Beard Equipment Company	547.02	Auto
052657	9/22/2014	BSW	Blue Summit Waters, LLC	132.70	Auto
052658	9/22/2014	CARD	Card Services	611.57	Auto
052659	9/22/2014	CW	Culligan Water Conditioning	5.35	Auto
052660	9/22/2014	DMLP	Dell Marketing L.P.	1,094.74	Auto
052661	9/22/2014	IPN	IPN Emergency Physicians	706.00	Auto
052662	9/22/2014	KWB	Ketchum, Wood & Burgert	244.70	Auto
052663	9/22/2014	L4H	Lafayette 4-H	1,047.29	Auto
052664	9/22/2014	TOM	Town of Mayo	68.34	Auto
052665	9/22/2014	VW	Verizon Wireless	355.79	Auto
052666	9/22/2014	WOS	Ware Oil & Supply	638.25	Auto
052667	9/22/2014	AMS	Agri-Metal Supply, Inc.	10.50	Auto
052668	9/22/2014	BR	Blue Rok, Inc.	1,860.60	Auto
052669	9/22/2014	BTM	Bound Tree Medical, LLC.	257.33	Auto
052670	9/22/2014	CA	Communications Associates	203.50	Auto
052671	9/22/2014	DE	Duke Energy	5,340.44	Auto
052672	9/22/2014	EEI	Emergency Educational Institut	60.00	Auto
052673	9/22/2014	ETR	ETR, LLC.	115.15	Auto
052674	9/22/2014	GLC	Greatamerica Financial Service	102.08	Auto
052675	9/22/2014	JDC	John Deere Credit	1,114.00	Auto
052676	9/22/2014	ME	Mowrey Elevator Co of FL	238.22	Auto
052677	9/22/2014	MP	Mayo Postmaster	294.00	Auto
052678	9/22/2014	MTCI	Mayo Truck Clinic, Inc.	90.00	Auto
052679	9/22/2014	PD	Public Defender Occupancy Acco	370.07	Auto
052680	9/22/2014	PDIT	Public Defender I.T.	122.50	Auto
052681	9/22/2014	QC	Quill Corporation	261.52	Auto
052682	9/22/2014	QM	Quadmed, Inc.	43.00	Auto
052683	9/22/2014	SCEI	Southeastern Consulting Engine	2,000.00	Auto
052684	9/22/2014	SSC	Security Safe Company, Inc.	121.00	Auto
052685	9/22/2014	SSTS	Smith's Septic Tank Service	150.00	Auto
052687	9/22/2014	RD	Roland Ducksworth Concrete LLC	29,000.00	Auto
Bank A Total:				<u>57,879.30</u>	
Report Total:				<u>57,879.30</u>	

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 22ND DAY OF SEPTEMBER, 2014.

Jan 11

Gail F. Gward

Curtis P. Hamlin

Jack Byrd

Carnest A. 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 22, 2014.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
TOM BARROW COMPANY	PUBLIC WORKS BUILDING	519-630		\$ 1,126.00
INTERSTATE SUPPLY INC.	PUBLIC WORKS BUILDING	519-630		\$ 51.78
LENNOX INDUSTRIES INC	PUBLIC WORKS BUILDING	519-630		\$ 4,281.89
SOUTHERN EQUIPMENT CO	PUBLIC WORKS BUILDING	519-630		\$ 14,797.00
JB MATHEWS COMPANY	PUBLIC WORKS BUILDING	519-630		\$ 24,237.10
TOTAL				\$ 44,493.77

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 22ND DAY OF SEPTEMBER, 2014.

