

The Lafayette County Commission met on the above date and hour for a regular scheduled meeting. The meeting was held in the commissioner's meeting room at the Courthouse in Mayo, Florida. The following members were present: Commissioner Lance Lamb, Dist. 1; Commissioner Thomas E. Pridgeon, Dist. 2; Commissioner Donnie Hamlin, Dist. 3; Commissioner Jack Byrd, Dist. 4; Commissioner Earnest Jones, Dist. 5; and Lafayette County Attorney Leenette McMillan.

APPROVE THE MINUTES

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

SOUTHERN PINE PLANTATION

Mr. Tim Alcorn, representing Southern Pine Plantation, asked the board if he could plat it into a subdivision because there is a county graded road running through the middle of the property. Discussion was held between Mr. Alcorn, Mr. Bobby Johnson, Ms. McMillan, and the board. On a motion by Mr. Byrd and a second by Mr. Pridgeon, the board voted unanimously to allow Mr. Alcorn to plat this property since a non-conforming lot will not be created. The board also agreed that in the future if a similar situation arose it would not be necessary for it to come before them as long as a non-conforming lot is not created.

REQUEST TO RENAME A ROAD BY TROY SHELNUTT

The board reviewed a letter of request by Troy Shelnett to name his drive NW Shelnett Lane. On a motion by Mr. Lamb and a second by Mr. Pridgeon, the board voted unanimously to approve naming the drive and have Mr. Shelnett be responsible for purchasing the road sign.

CITIZENS ADVISORY TASK FORCE

On a motion by Mr. Jones and a second by Mr. Byrd, the board voted unanimously to appoint the following individuals to a Citizens Advisory Task Force for a CDBG Grant: Ann Tidwell, Gary Kelly, Elouise Green, Charles Hewett, and Ann Murphy.

NORTH FLORIDA BROADBAND AUTHORITY

On a motion by Mr. Pridgeon and a second by Mr. Lamb, the board voted unanimously to have Ms. McMillan read a resolution by the North Florida Broadband Authority by title only. On a motion by Mr. Jones and a second by Mr. Byrd, the board voted unanimously to adopt the resolution regarding High Speed Internet in rural communities. On a motion by Mr. Jones and a second by Mr. Byrd, the board voted unanimously to approve an Interlocal Agreement that goes along with the Resolution.

The board held a public hearing to consider a Road Closing Petition filed by Land, Starling and Ericksen to close the westerly 1,130 feet of SE Devonshire Road. On a motion by Mr. Byrd and a second by Mr. Pridgeon, the board voted unanimously to close the road.

ANNUAL SHIP PROGRAM REPORT

On a motion by Mr. Jones and a second by Mr. Lamb, the board voted unanimously to approve the annual SHIP Program report. On a motion by Mr. Jones and a second by Mr. Byrd, the board voted unanimously to approve a Resolution for mobile and manufactured homes that goes along with the annual report.

MERIDIAN BEHAVIORAL HEALTHCARE

Mr. Richard Anderson with Meridian Behavioral Healthcare gave the board an update on their services provided to Lafayette County residents. No action was taken on this issue.

APPROVE THE BILLS

On a motion by Mr. Lamb and a second by Mr. Byrd, the board voted unanimously to approve the following bills, with the exception of the Pridgeon's Power Equipment bill and the Byrd's Power Equipment bill:

General Fund - \$271,531.17

E911 Fund - \$595.95

Industrial Park Fund - \$82.00

On a motion by Mr. Jones and a second by Mr. Lamb, with Mr. Pridgeon abstaining, the board voted unanimously to approve the Pridgeon's Power Equipment bill in the amount of \$229.25. On a motion by Mr. Jones and a second by Mr. Lamb, with Mr. Byrd abstaining, the board voted unanimously to approve the Byrd's Power Equipment bill in the amount of \$142.44.

FLAG POLE FOR THE FIRE STATION

On a motion by Mr. Jones and a second by Mr. Byrd, the board voted unanimously to install a flag and flag pole at the fire station.

HEALTH DEPARTMENT REQUEST TO USE COMMUNITY CENTERS

The Lafayette County Health Department requested to have priority use of the community centers for a vaccination program they will be doing. On a motion by Mr. Lamb and a second by Mr. Byrd, the board voted unanimously to allow the Health Department use of the community centers.

JULY SOLID WASTE REPORTS

On a motion by Mr. Byrd and a second by Mr. Pridgeon, the board voted unanimously to approve the July Solid Waste billing reports.

JULY BUILDING DEPARTMENT REPORTS

On a motion by Mr. Jones and a second by Mr. Byrd, the board voted unanimously to approve the July Building Department reports.

APPOINT A CITIZEN TO THE ADJUSTMENT BOARD

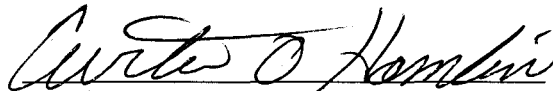
On a motion by Mr. Jones and a second by Mr. Byrd, the board voted unanimously to appoint John Hewett as a citizen and Commissioner Hamlin and Commissioner Byrd to the Adjustment Board.

H & S SITE PREP INVOICE FOR HOUSE REMOVAL

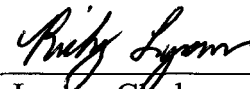
On a motion by Mr. Byrd and a second by Jones, the board voted unanimously to approve the H & S Site Prep invoice for removal of the Old Taylor House.

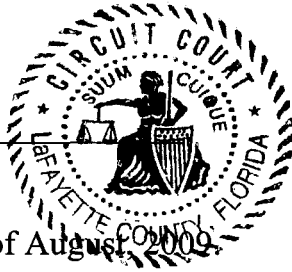
ADJOURN

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


Curtis O. Hamlin, Chairman

Attest:


Ricky Lyons, Clerk



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Approved this 24th day of August, 2009.

RESOLUTION 2009-8-1-4

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, TO APPROVE PETITION TO CLOSE A PORTION OF COUNTY MAINTAINED ROAD S.E. DEVONSHIRE ROAD.

WHEREAS, BERNICE STARLING, CAROLYN S. LAND, and GLENDA ERICKSEN have filed a Petition requesting Lafayette County Board of County Commissioners to officially and properly vacate, abandon, discontinue and close a portion of the following county maintained road: S.E. DEVONSHIRE ROAD, LAFAYETTE COUNTY, FLORIDA;

WHEREAS, BERNICE STARLING is the life estate owner and CAROLYN S. LAND and GLENDA ERICKSEN are the remainder owners of the adjacent and abutting property to said county maintained road, to wit;

THE WESTERLY 1,130 FEET OF COUNTY ROAD KNOWN AS S.E. DEVONSHIRE ROAD RUNNING EASTERLY FROM SE ADAMS ROAD THROUGH THE NE ¼ OF SE ¼ OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 13 EAST, LAFAYETTE COUNTY, FLORIDA.

WHEREAS, a public hearing on the proposed county road closure was held on August 10, 2009, beginning at 10:00 a.m., in the Board of County Commissioners Meeting Room, Lafayette County Courthouse, Mayo, Florida;

WHEREAS, the Petition of BERNICE STARLING, CAROLYN S. LAND, and GLENDA ERICKSEN to close a portion of county maintained road S.E. Devonshire Road, Lafayette County, Florida, that is adjacent to and abuts Petitioners' above property, was approved by the Board of County Commissioners of Lafayette County, Florida, in regular session on August 10, 2009.


WHEREAS, that fee of the said road space is hereby surrendered and fee vests in adjacent and abutting landowners, BERNICE STARLING, CAROLYN S. LAND, and GLENDA ERICKSEN.

NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, that:

The Board unanimously approves the closing of a portion of county maintained road S.E. Devonshire Road, Lafayette County, Florida, and surrenders said road space to Petitioners/Adjacent Landowners, BERNICE STARLING, CAROLYN S. LAND, and GLENDA ERICKSEN. That portion of county road S.E. Devonshire Road, Lafayette County, Florida, that is adjacent to and abuts Petitioners' above property vests with BERNICE STARLING, having a life estate, and CAROLYN S. LAND and GLENDA ERICKSEN, having a remainder interest.

ADOPTED this 10th day of August, 2009.

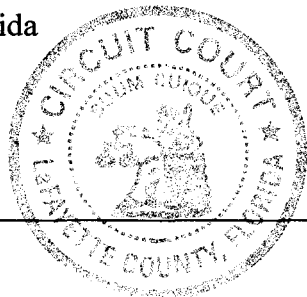


CURTIN O. HAMLIN
Chairman of the Board
Lafayette County, Florida

ATTEST:



RICKY LYONS
Clerk of Court



MAYO FREE PRESS
Published Weekly
Post Office Box 148- Phone 935-4440
Branford, Lafayette County, Florida 32008

STATE OF FLORIDA
COUNTY OF LAFAYETTE:

Before the undersigned authority personally appeared

Janice K Ganote

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

RESOLUTION 2009-8-1-4

in the matter of

PETITION TO CLOSE DEVONSHIRE ROAD

was published in said newspaper in the issues of

8/20, 2009

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 pur-
pose of securing this advertisement for publication
in said newspaper.

Janice K Ganote

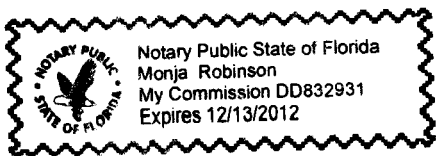
Sworn to and subscribed before me this 20th day of
August 2009.

Monja Robinson

(SEAL) Notary Public

Personally known or produced identification _____

Type of identification produced _____



RESOLUTION 2009-8-1-4

A RESOLUTION OF THE BOARD
OF COUNTY COMMISSIONERS OF
LAFAYETTE COUNTY, FLORIDA, TO
APPROVE PETITION TO CLOSE A
PORTION OF DEVONSHIRE ROAD,
ROAD S.E. DEVONSHIRE ROAD.

WHEREAS, BERNICE STARLING, CAROLYN S. LAND, and GLENDA ERICKSEN have filed a Petition requesting

closure of a portion of county maintained road S.E. Devonshire Road, Lafayette County, Florida.

WHEREAS, BERNICE STARLING, CAROLYN S. LAND, and GLENDA ERICKSEN are the petitioners for closure of the subject road, and request that said county maintain said road.

THE WESTERLY 1,100 FEET OF COUNTY ROAD KNOWN AS S.E. DEVONSHIRE ROAD, BEING A PORTION OF ROAD S.E. DEVONSHIRE ROAD, LAFAYETTE COUNTY, FLORIDA.

WHEREAS, the Board of County Commissioners of Lafayette County, Florida, in a public hearing held on August 10, 2009, beginning at 10:00 a.m. in the Board of County Commissioners Meeting Room, Lafayette County, Florida, Mayo, Florida.

WHEREAS, the Petition of BERNICE STARLING, CAROLYN S. LAND, and GLENDA ERICKSEN is being filed in said Lafayette County, Florida, and the Board of County Commissioners of Lafayette County, Florida, in regular session, on August 20, 2009.

WHEREAS, the Board of County Commissioners of Lafayette County, Florida, in regular session, on August 20, 2009, at 10:00 a.m. in the Board of County Commissioners Meeting Room, Lafayette County, Florida, Mayo, Florida.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, that the Board unilaterally approve the closing of a portion of county maintained road S.E. Devonshire Road, Lafayette County, Florida, and surrenders said road space to Petitioners/Adjacent Landowners, BERNICE STARLING, CAROLYN S. LAND, and GLENDA ERICKSEN.

ADOPTED by the Board August 20, 2009.

SEAL

CURTIS O. HAMLIN
Chairman of the Board
Lafayette County, Florida

ATTEST:
RICKY LYONS
Clerk of Court
2009

A Resolution to add the Florida Homebuyer Opportunity Program as an additional strategy to the State Housing Initiatives Partnership Program (S.H.I.P) Local Housing Assistance Plan

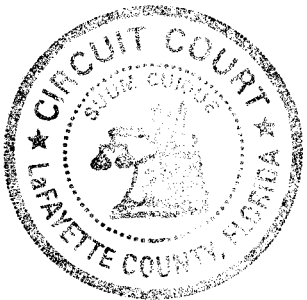
Whereas, it is in the best interest of the Board of County Commissioners to add the Florida Homebuyer Opportunity Program as an additional strategy to the State Housing Initiatives Partnership Program (S.H.I.P) Local Housing Assistance Plan.

Now therefore, be it resolved by the County Commission of ^{Lafayette}~~Columbia~~ County, Florida;

That the Florida Homebuyer Opportunity Program strategy will be added to the State Housing Initiatives Partnership Program (S.H.I.P) Local Housing Assistance Plan.

Passed and adopted by the County Commission of Lafayette County, Florida on the 10 day of August, 2009.

(SEAL)



Curtis O. Hamlin
Chairman

ATTEST:

Andy Lynn
County Clerk

A Resolution to not allow Mobile and Manufactured homes built after 1994 as eligible housing under the State Housing Initiatives Partnership Program (S.H.I.P) Local Housing Assistance Plan

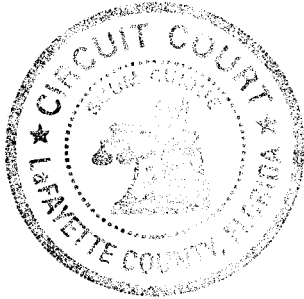
Whereas, Senate Bill 360 allows for Mobile and Manufactured homes built after 1994 to be eligible for SHIP funding assistance. Where as, it is deemed that local governments can decide which homes are eligible for SHIP Funding.

Now therefore, be it resolved by the County Commission of Lafayette County, Florida;

That Mobile and Manufactured homes built after 1994 will not be eligible under the State Housing Initiatives Partnership Program (S.H.I.P) Local Housing Assistance Plan, as eligible housing.

Passed and adopted by the County Commission of Lafayette County, Florida on the 10 day of August, 2009.

(SEAL)



Curtis O. Hamilton
Chairman

ATTEST:

[Signature]
County Clerk

CERTIFICATION
For Implementation of
Regulatory Reform Activities
Required by S.H.I.P.

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On behalf of Lafayette County, I hereby certify that the following information
(NAME OF LOCAL GOVERNMENT)

is true and accurate as of the date of submission:

- 1) Permits as defined in s.163.3164(7) and (8)* for affordable housing projects are expedited to a greater degree than other projects; and
- 2) There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
- 3) The cumulative cost per newly constructed housing per housing unit, from these actions for **FY08/09 is estimated to be \$0.00.
- 4) The cumulative cost per rehabilitated housing per housing unit, from these actions for **FY09/10 is estimated to be \$0.00.

Hannah Owens Date 8/10/09
Witness

Curtis Hamlin Date 8/10/09
Chief Elected Official

Donnie Hamlin, Chairman
(Type) Name and Title

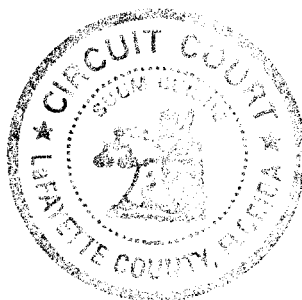
Mint, Shores Date _____
Witness

[Signature] Date 8/10/09
County/City Administrator
(whichever applies)

Lutynth Clark of Court
(Type) Name and Title

Or

Attest (Seal) Date _____



* 163.3164(7) of the Florida Statutes: "Development order" means any order granting, denying, or granting with conditions an application for a development permit. 163.3164(8) of the Florida Statutes: "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

CERTIFICATION

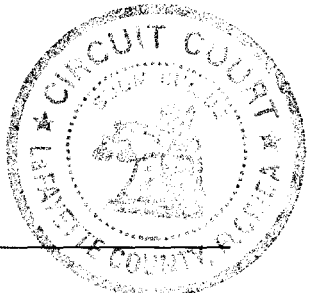
On behalf of Lafayette County, I hereby certify that the information presented
(NAME OF LOCAL GOVERNMENT)
herein is true and accurate as of the date of submission.

Hannah Owens Date 8/10/09 Christina Hamlin Date 8/10/09
Witness Chief Elected Official or Designee

Jara Edwards Date 8/10/09 Donnie Hamlin, Chairman Date 8/10/09
Witness (Type) Name and Title

Or

[Signature] Date 8/10/09
Attest (Seal)



GENERAL INFORMATION

Name of Person to call regarding the **Annual Report** Form:
Frances L. Terry

Telephone Number: (386) 362-4115 ext. 222

SHIP AR/07

LHAP HOUSING STRATEGY
For 2009-2010

Name of the Strategy: **Florida Homebuyer Opportunity Program**

a. Summary of the Strategy: This strategy is designed in response to the legislative proviso requiring SHIP local governments to expend 2009-2010 funds to ensure that residents of the state derive the maximum possible economic benefit from the federal first time homebuyer tax credit created through The American Recovery and Reinvestment Act of 2009 by providing subordinate down payment assistance loans to first time homebuyers for owner occupied primary residences that can be repaid by the income tax refund the homebuyer is entitled to under the First Time Homebuyer Credit. The state program shall be called the "Florida Homebuyer Opportunity Program."

b. Fiscal Years Covered: 2009/2010 until expiration of the Florida Homebuyer Opportunity Program Tax Credit.

c. Income Categories to be served: Up to \$75,000 for single taxpayers or \$150,000 for joint filers. There is no requirement to reserve 30 percent of the funds for awards to very-low-income persons or 30 percent of the funds for awards to low-income persons; and there is no requirement to expend 75% of funds for construction, rehabilitation or emergency repair.

d. Maximum award is the principal balance of the loans provided shall not exceed 10% of the purchase price or \$8,000 whichever is less.

e. Terms, Recapture and Default: If the Lafayette County SHIP Program receives repayment from the homebuyer within 18 months after the closing date of the loan the Lafayette County shall waive all interest charges. A homebuyer who fails to fully repay the loan within 18 months shall be subject to an annual percentage rate of 12 percent of the outstanding balance until such a time as the loan is repaid in full. All funds repaid to a county or eligible municipality shall be considered "program income" as defined in s. 420.9071 (24).

f. Recipient Selection Criteria: Recipients must meet the requirements of the following: The maximum income limit shall be Adjusted Gross Income of \$75,000 for single taxpayer households or \$150,000 for joint-filing taxpayer households which is equal to that permitted by the American Recovery and Reinvestment Act of 2009

SHIP Annual Report

Lafayette County 2006 Closeout

Report Status: Unsubmitted

Form 1

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SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
1	Purchase Assistance-with Rehab	\$90,000.00	4				
3	Rehabilitation	\$200,197.64	9				
6	Emergency Repair	\$38,756.62	7				
10	New Construction	\$51,568.52	3				

Homeownership Totals: \$380,522.78 23

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
Rental Totals:							

Rental Totals:

Subtotals: \$380,522.78 23

Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	\$35,000.00		
Homeownership Counseling			
Admin From Program Income			
Admin From Disaster Funds			

Totals: \$415,522.78 23 \$0.00 \$0.00

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$350,000.00
Program Income (Interest)	\$11,122.78
Program Income (Payments)	\$54,400.00
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$0.00

Total: \$415,522.78 * Carry Forward to Next Year: \$0.00

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

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Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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Recap of Funding Sources for Units Produced

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$380,522.78	26.00%
Public Moneys Expended	\$.00	.00%
Private Funds Expended	\$636,578.00	43.49%
Owner Contribution	\$446,674.22	30.52%
Total Value of All Units	\$1,463,775.00	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$380,522.78	\$350,000.00	108.72%	65%
Construction / Rehabilitation	\$380,522.78	\$350,000.00	108.72%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low	\$20,221.26			\$20,221.26	4.87%
Very Low	\$147,930.51			\$147,930.51	35.60%
Low	\$91,121.54			\$91,121.54	21.93%
Moderate	\$121,249.47			\$121,249.47	29.18%
Totals:	\$380,522.78	\$.00	\$.00	\$380,522.78	91.58%

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$15,589.60	1	\$4,631.66	1	\$20,221.26	2
Very Low	\$113,805.55	4	\$34,124.96	6	\$147,930.51	10
Low	\$91,121.54	5			\$91,121.54	5
Moderate	\$121,249.47	6			\$121,249.47	6
Totals:	\$341,766.16	16	\$38,756.62	7	\$380,522.78	23

Form 3

Number of Households/Units Produced

Description	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
New Construction	Incorporated					0
New Construction	Unincorporated				3	3
Purchase Assistance with Rehab	Incorporated			1		1
Purchase Assistance with Rehab	Unincorporated	0	0	1	2	3
Emergency Repairs	Incorporated		1			1
Emergency Repairs	Unincorporated	1	5			6
Rehabilitation	Incorporated		1	3		4
Rehabilitation	Unincorporated	1	3		1	5
Totals:		2	10	5	6	23

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
New Construction	Incorporated					0
New Construction	Unincorporated		3			3
Purchase Assistance with Rehab	Incorporated				1	1
Purchase Assistance with Rehab	Unincorporated		2	1		3
Emergency Repairs	Incorporated				1	1
Emergency Repairs	Unincorporated			2	4	6
Rehabilitation	Incorporated		2		2	4
Rehabilitation	Unincorporated			2	3	5
Totals:			7	5	11	23

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5+ People	Total
New Construction	Incorporated				0
New Construction	Unincorporated		2	1	3
Purchase Assistance with Rehab	Incorporated	1			1
Purchase Assistance with Rehab	Unincorporated	1	2		3
Emergency Repairs	Incorporated	1			1

Emergency Repairs	Unincorporated	5	1		6
Rehabilitation	Incorporated	2		2	4
Rehabilitation	Unincorporated	4	1		5
Totals:		14	6	3	23

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Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
New Construction	Incorporated							0
New Construction	Unincorporated	3						3
Purchase Assistance with Rehab	Incorporated	1						1
Purchase Assistance with Rehab	Unincorporated	3						3
Emergency Repairs	Incorporated		1					1
Emergency Repairs	Unincorporated	6						6
Rehabilitation	Incorporated	4						4
Rehabilitation	Unincorporated	5						5
Totals:		22	1					23

Special Needs (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Home-less	Elderly	Special Needs	Special Needs	Total
New Construction	Incorporated							0
New Construction	Unincorporated							0
Purchase Assistance with Rehab	Incorporated							0
Purchase Assistance with Rehab	Unincorporated							0
Emergency Repairs	Incorporated							0
Emergency Repairs	Unincorporated							0
Rehabilitation	Incorporated							0
Rehabilitation	Unincorporated							0
Totals:								0

Form 4

Status of Incentive Strategies

1) Expediting permits
 2) A process calling for the county building department to review any change in county ordinance, policy, comprehensive plan, building regulation or procedure which may increase the cost of housing, prior to its adoption by the County Commission. County staff will review the proposed action and prepare a written report with recommendations prior to the adoption of the action. The staff's review will consider the date, action being considered, description of the action and potential cost on housing. When considering potential impact on housing, staff shall answer the following questions: 1. Will the action increase the cost of development? 2. Will the action increase time of approval? 3. Does the action increase long-term development costs?

Support Services

1. Suwannee River Economic Council, Inc. will provide a Housing Counselor (not paid out of SHIP funds) to train persons for the responsibility of homeownership, credit counseling, etc.
 2. The wide range of Suwannee River Economic Council, Inc. support services will be available to SHIP recipients including:

Community Services Block Grant (information & referral, emergency services and self sufficiency)
 Low Income Home Energy Assistance Program
 United States Department of Agriculture Commodities
 Aging Programs
 Transportation
 Weatherization
 Housing Preservation

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Other Accomplishments

Availability for Public Inspection and Comments

Advertisement in Local Newspapers. No Comments.

Default and Foreclosure

Mortgage Foreclosures

- A. Very low income households in foreclosure:
- B. Low income households in foreclosure:
- C. Moderate households in foreclosure:

Mortgage Defaults

- A. Very low income households in default:
- B. Low income households in default:
- C. Moderate households in default:

Welfare to Work Programs

Strategies and Production Costs

Strategy	Average Cost
Purchase Assistance with Rehab	\$22,500.00
Rehabilitation	\$22,244.19

Emergency Repair	\$5,536.66
New Construction	\$171,189.51

Expended Funds

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
EXIST	ANDERSON, BETTY	153 SE INDUSTRIAL PK	MAYO	32066	\$25,000.00	<input type="checkbox"/>
REHAB	BASKIN, KENNETH	542 NW KINGSTON ST	MAYO	32066	\$29,129.20	<input type="checkbox"/>
REHAB	BENNETT, MYRTLE	313 LAURA ST	MAYO	32066	\$18,416.75	<input type="checkbox"/>
REHAB	CORBIN, TAMMY	363 SW SAN PEDRO AVE	MAYO	32066	\$6,444.75	<input type="checkbox"/>
REHAB	CREAMER, SCOTT	212 NW JIM WILLIS RD	MAYO	32066	\$16,260.04	<input type="checkbox"/>
REHAB	ELMORE, SAMANTHA	SPLIT W/YEAR 2007/2008	MAYO	32066	\$1,762.50	<input checked="" type="checkbox"/>
ER	HEWITT, MILDRED	165 SE CR 405	MAYO	32066	\$5,155.00	<input type="checkbox"/>
ER	HORTON, EULA	2237 N. CR 53	MAYO	32066	\$6,999.96	<input type="checkbox"/>
NEW	HUDSON, RIGSBY	SW CR 300	MAYO	32066	\$20,000.00	<input type="checkbox"/>
ER	LAND, MADELINE	PO BOX 903	MAYO	32066	\$4,600.00	<input type="checkbox"/>
REHAB	MILLER, ANNA	228 SE ELISHA BLVD	BRFD	32008	\$23,049.85	<input type="checkbox"/>
REHAB	O'STEEN, EVERETTE	188 SE CR 480	BRFD	32008	\$29,932.00	<input type="checkbox"/>
ER	OTT, VALERIE	1076 SW ARLINGTON RD	MAYO	32066	\$2,500.00	<input type="checkbox"/>
REHAB	PERRY, GUSSIE	1112 SW CR 534	MAYO	32066	\$29,680.95	<input type="checkbox"/>
EXIST	PILKINGTON, CYNTHI	186 SE EDWARDS AVE	MAYO	32066	\$25,000.00	<input type="checkbox"/>
REHAB	PRIDGEON, THOMAS	392 SW CR 300	MAYO	32066	\$29,932.00	<input type="checkbox"/>
ER	RICHARDS, JACQUELI	4571 S SR 349	BRFD	32008	\$4,631.66	<input type="checkbox"/>
ER	RODGERS, JOHN	278 SW MARTIN LK BLV	MAYO	32066	\$7,500.00	<input type="checkbox"/>
EXIST	SEGOVIA, MELISA	892 NE CANDY LN	MAYO	32066	\$20,000.00	<input type="checkbox"/>
NEW	SPIKES, WILLIAM	7590 SE CR 405	BRFD	32008	\$11,568.52	<input type="checkbox"/>
EXIST	TRAWICK, DAVID	5576 E. US HIGHWAY 2	MAYO	32066	\$20,000.00	<input type="checkbox"/>
NEW	TYRE, DAVID	PO BOX 396	MAYO	32066	\$20,000.00	<input type="checkbox"/>

ER	WILLIAMS, CAROLYN	4153 SE CR 500	BRFD	32008	\$7,370.00	<input type="checkbox"/>
REHAB	WIMBERLY, LILLIAN	546SE CR 366	MAYO	32066	\$15,589.60	<input type="checkbox"/>
Total: \$380,522.78						

Administrative Expenditures

ADMINISTRATIVE 35000.00

Sub Recipients and Consultants

Name	Business Type	Strategy Covered	Responsibility
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Program Income

Program Income Funds	
Loan Repayment:	
Refinance:	
Foreclosure:	
Sale of Property:	\$54,400.00
Interest Earned:	\$11,122.78
Other ():	
Total:	\$65,522.78

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Lafayette County 2006 Closeout

SHIP Annual Report
Lafayette County 2007 Interim-1

Form 1

Report Status: Unsubmitted

Book 29 Page 431

SHIP Annual Report

Report Status: Unsubmitted

Lafayette County 2007 Interim-1

Form 1

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SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
1	Purchase Assistance with Rehab	\$90,000.00	4				
4	Demo/Reconstruction	\$116,000.00	3				
3	Rehabilitation	\$48,434.61	2				
6	Emergency Repairs	\$15,576.14	3				
10	New Construction	\$60,310.77	3				

Homeownership Totals: **\$330,321.52** **15**

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units

Rental Totals:

Subtotals: **\$330,321.52** **15**

Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	\$35,000.00		
Homeownership Counseling			
Admin From Program Income			
Admin From Disaster Funds			

Totals: **\$365,321.52** **15** **\$0.00** **\$0.00**

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$350,000.00
Program Income (Interest)	\$8,921.52
Program Income (Payments)	\$6,400.00
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$0.00

Total: \$365,321.52 * Carry Forward to Next Year: \$0.00

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

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Book 29 Page 434

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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Recap of Funding Sources for Units Produced

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$330,321.52	27.02%
Public Moneys Expended	\$67,054.00	5.49%
Private Funds Expended	\$581,461.67	47.57%
Owner Contribution	\$243,461.01	19.92%
Total Value of All Units	\$1,222,298.20	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$330,321.52	\$350,000.00	94.38%	65%
Construction / Rehabilitation	\$330,321.52	\$350,000.00	94.38%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low	\$50,000.00			\$50,000.00	13.69%
Very Low	\$81,476.29			\$81,476.29	22.30%
Low	\$98,845.23			\$98,845.23	27.06%
Moderate	\$100,000.00			\$100,000.00	27.37%
Totals:	\$330,321.52	\$0.00	\$0.00	\$330,321.52	90.42%

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$50,000.00	1			\$50,000.00	1
Very Low	\$65,900.15	3	\$15,576.14	3	\$81,476.29	6
Low	\$98,845.23	3			\$98,845.23	3
Moderate	\$100,000.00	5			\$100,000.00	5
Totals:	\$314,745.38	12	\$15,576.14	3	\$330,321.52	15

Number of Households/Units Produced

Description	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
New Construction	Incorporated					0
New Construction	Unincorporated				3	3
Purchase Assistance with Rehab	Incorporated		1		1	2
Purchase Assistance with Rehab	Unincorporated			1	1	2
Demo/reconstruction	Incorporated	1		1		2
Demo/Reconstruction	Unincorporated			1		1
Rehabilitation	Incorporated		1			1
Rehabilitation	Unincorporated		1			1
Emergency Repair	Incorporated					0
Emergency Repair	Unincorporated		3			3
Totals:		1	6	3	5	15

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
New Construction	Incorporated					0
New Construction	Unincorporated	2	1			3
Purchase Assistance with Rehab	Incorporated	1			1	2
Purchase Assistance with Rehab	Unincorporated		2			2
Demo/reconstruction	Incorporated			1	1	2
Demo/Reconstruction	Unincorporated				1	1
Rehabilitation	Incorporated			1		1
Rehabilitation	Unincorporated			1		1
Emergency Repair	Incorporated					0
Emergency Repair	Unincorporated			1	2	3
Totals:		3	3	4	5	15

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5+ People	Total
New Construction	Incorporated				0

New Construction	Unincorporated		3		3
Purchase Assistance with Rehab	Incorporated	2			2
Purchase Assistance with Rehab	Unincoporated		2		2
Demo/reconstruction	Incorporated	1	1		2
Demo/Reconstruction	Unincorporated	1			1
Rehabilitation	Incorporated		1		1
Rehabilitation	Unincorporated	1			1
Emergency Repair	Incoporated				0
Emergency Repair	Unincorporated	2	1		3
Totals:		7	8		15

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
New Construction	Incorporated							0
New Construction	Unincorporated	3						3
Purchase Assistance with Rehab	Incorporated	2						2
Purchase Assistance with Rehab	Unincoporated	2						2
Demo/reconstruction	Incorporated	2						2
Demo/Reconstruction	Unincorporated	1						1
Rehabilitation	Incorporated	1						1
Rehabilitation	Unincorporated	1						1
Emergency Repair	Incoporated							0
Emergency Repair	Unincorporated	3						3
Totals:		15						15

Special Needs (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Home-less	Elderly	Special Needs	Special Needs	Total
New Construction	Incorporated							0
New Construction	Unincorporated							0
Purchase Assistance with Rehab	Incorporated							0
Purchase Assistance with Rehab	Unincoporated							0
Demo/reconstruction	Incorporated							0

Demo/Reconstruction	Unincorporated							0
Rehabilitation	Incorporated							0
Rehabilitation	Unincorporated							0
Emergency Repair	Incorporated							0
Emergency Repair	Unincorporated							0
Totals:								0

Form 4

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Expended Funds

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
EXIST	BLAYLOCK, CORINNE	130 SUWANNEE TRAIL	MAYO	32066	\$25,000.00	<input type="checkbox"/>
NEW	CLARK, STEPHEN	PO BOX 261	MAYO	32066	\$20,000.00	<input type="checkbox"/>
REHAB	CREAMER, SCOTT	SPLIT WITH YEAR 2006/2007	MAYO	32066	\$7,534.46	<input checked="" type="checkbox"/>
REHAB	ELMORE, SAMANTHA	SPLT W/ YR 2005/2006	MAYO	32066	\$20,000.00	<input type="checkbox"/>
EXIST	HOBBY, ASHLEY	970 ROOSEVELT CIRCLE	MAYO	32066	\$20,000.00	<input type="checkbox"/>
REHAB	HORTON, EULA	2237 N CR 53	MAYO	32066	\$20,900.15	<input type="checkbox"/>
HR	JACOBS, BARBARA	189 SE INDUSTRIAL PK	MAYO	32066	\$50,000.00	<input type="checkbox"/>
ER	LAND, LEXIE	5821 CR 500	BRANFORD	32008	\$2,672.28	<input type="checkbox"/>
ER	LANIER, JAMES	2093 C.R. 475	BRANFORD	32008	\$7,313.00	<input type="checkbox"/>
EXIST	LEMMON, JOANNA	149 CR 270	MAYO	32066	\$25,000.00	<input type="checkbox"/>
NEW	MCCRAY, THOMAS	PO BOX 183	MAYO	32066	\$20,000.00	<input type="checkbox"/>
HR	PAYNE MARY JOY	1453 SW CR 351	MAYO	32066	\$50,000.00	<input type="checkbox"/>
NEW	PRIMM, NATHAN	SPLT W/YEAR 2008/2009	MAYO	32066	\$310.77	<input checked="" type="checkbox"/>
EXIST	PRUITT, LAWONDA	1809 SW CR 300	MAYO	32066	\$20,000.00	<input type="checkbox"/>
ER	SAPP, NEWTON	2004 SE MOSES DAIRY	BRANFORD	32008	\$5,590.86	<input type="checkbox"/>
HR	STARLING, MARY ELL	PO BOX 76	DAY	32013	\$16,000.00	<input type="checkbox"/>
NEW	WILLIAMS, JASON	PO BOX 963	MAYO	32066	\$20,000.00	<input type="checkbox"/>
					Total: \$330,321.52	

Lafayette County 2007 Interim-1

SHIP Annual Report
Lafayette County 2008 Interim-2

Form 1

Report Status: Unsubmitted

Book 29 Page 439

SHIP Annual Report

Report Status: Unsubmitted

Lafayette County 2008 Interim-2

Form 1

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SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
1	Purchase Assistance with Rehab	\$45,000.00	2			\$31,445.84	
4	Demo/Reconstruction	\$150,000.00	3				
3	Rehabilitation	\$95,051.20	4				
10	New Construction	\$24,689.23	1				
5	Disaster Repair/Mitigation					\$350,000.00	
Homeownership Totals:		\$314,740.43	10			\$381,445.84	

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
Rental Totals:							
Subtotals:		\$314,740.43	10			\$381,445.84	

Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	\$21,875.00	\$13,125.00	
Homeownership Counseling			
Admin From Program Income			
Admin From Disaster Funds			

Totals: \$336,615.43 10 \$13,125.00 \$381,445.84

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$350,000.00
Program Income (Interest)	\$2,386.27
Program Income (Payments)	\$28,800.00
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$.00

Total: \$381,186.27 * Carry Forward to Next Year: -\$350,000.00

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Book 29 Page 441

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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Recap of Funding Sources for Units Produced

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$314,740.43	34.67%
Public Moneys Expended	\$117,000.00	12.89%
Private Funds Expended	\$213,313.00	23.50%
Owner Contribution	\$262,648.57	28.94%
Total Value of All Units	\$907,702.00	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$314,740.43	\$350,000.00	89.93%	65%
Construction / Rehabilitation	\$314,740.43	\$350,000.00	89.93%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low	\$50,000.00		\$175,000.00	\$225,000.00	59.03%
Very Low	\$147,712.30		\$175,000.00	\$322,712.30	84.66%
Low	\$49,689.23		\$15,722.92	\$65,412.15	17.16%
Moderate	\$67,338.90		\$15,722.92	\$83,061.82	21.79%
Totals:	\$314,740.43	\$0.00	\$381,445.84	\$696,186.27	182.64%

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$50,000.00	1			\$50,000.00	1
Very Low	\$147,712.30	4			\$147,712.30	4
Low	\$49,689.23	2			\$49,689.23	2
Moderate	\$67,338.90	3			\$67,338.90	3
Totals:	\$314,740.43	10	\$0.00	0	\$314,740.43	10

Form 3

Number of Households/Units Produced

Description	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
New Construction	Incorporated					0
New Construction	Unincorporated			1		1
Purchase Assistance with Rehab	Incorporated			1	1	2
Purchase Assistance with Rehab	Unincorporated					0
Demo/Reconstruction	Incorporated		1			1
Demo/reconstruction	Unincorporated	1				1
Rehabilitation	Incorporated		2			2
Rehabilitation	Unincorporated		1		2	3
						0
Totals:		1	4	2	3	10

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
New Construction	Incorporated					0
New Construction	Unincorporated		1			1
Purchase Assistance with Rehab	Incorporated		1	1		2
Purchase Assistance with Rehab	Unincorporated					0
Demo/Reconstruction	Incorporated				1	1
Demo/reconstruction	Unincorporated		1			1
Rehabilitation	Incorporated				2	2
Rehabilitation	Unincorporated				3	3
						0
Totals:			3	1	6	10

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5+ People	Total
New Construction	Incorporated				0
New Construction	Unincorporated			1	1

Purchase Assistance with Rehab	Incorporated		2		2
Purchase Assistance with Rehab	Unincorporated				0
Demo/Reconstruction	Incorporated	1			1
Demo/reconstruction	Unincorporated			1	1
Rehabilitation	Incorporated	1	1		2
Rehabilitation	Unincorporated	2	1		3
					0
Totals:		4	4	2	10

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
New Construction	Incorporated							0
New Construction	Unincorporated	1						1
Purchase Assistance with Rehab	Incorporated	1	1					2
Purchase Assistance with Rehab	Unincorporated							0
Demo/Reconstruction	Incorporated	1						1
Demo/reconstruction	Unincorporated	1						1
Rehabilitation	Incorporated	2						2
Rehabilitation	Unincorporated	3						3
								0
Totals:		9	1					10

Special Needs (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Homeless	Elderly	Special Needs	Special Needs	Total
New Construction	Incorporated							0
New Construction	Unincorporated							0
Purchase Assistance with Rehab	Incorporated							0
Purchase Assistance with Rehab	Unincorporated							0
Demo/Reconstruction	Incorporated							0
Demo/reconstruction	Unincorporated							0
Rehabilitation	Incorporated							0
Rehabilitation	Unincorporated							0

									0
Totals:									0

Form 4

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Expended Funds

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
ADAMS, BONNIE	168 SE DRAKE LANE	BRANFORD	32008	HR	\$50,000.00	<input type="checkbox"/>
BELL, NONIE MAE	872 NW CR 260	MAYO	32066	HR	\$50,000.00	<input type="checkbox"/>
CANNON, STANLEY	107 SE TURTLE ROAD	MAYO	32066	REHAB	\$25,560.60	<input type="checkbox"/>
CRAIG, BETTY	PO BOX 1725	MAYO	32066	EXIST	\$25,000.00	<input type="checkbox"/>
DUCKSWORTH, PATSY	147 SW RUTH LAND	MAYO	32066	REHAB	\$50,000.00	<input type="checkbox"/>
HALL, ANNIE	2948 SW CR 534	MAYO	32066	REHAB	\$24,412.75	<input type="checkbox"/>
KEEN, LAURA	401 SE WORTH CALHOUN	MAYO	32066	REHAB	\$21,778.30	<input type="checkbox"/>
LEE, TERRY & GWEND	18109 168TH STREET	LIVE OAK	32064	EXIST	\$20,000.00	<input type="checkbox"/>
PAGE, MARY	126 NW MAIN AVENUE	MAYO	32013	REHAB	\$23,299.55	<input type="checkbox"/>
PRIMM, NATHAN	201 SW GRACELAND	MAYO	32066	NEW	\$24,689.23	<input type="checkbox"/>
Total:					\$314,740.43	

Lafayette County 2008 Interim-2

RESOLUTION NO. 2009-8-1-3

A RESOLUTION OF LAFAYETTE COUNTY, FLORIDA APPROVING THE FORM OF AN INTERLOCAL AGREEMENT AS A CONDITION OF MEMBERSHIP WITHIN THE NORTH FLORIDA BROADBAND AUTHORITY; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY FOR THE RESOLUTION. This Resolution is adopted pursuant to the provisions of section 125.01 and Part I of Chapter 163, Florida Statutes.

SECTION 2. FINDINGS. Lafayette County, Florida (the "County"), does hereby find and determine that:

(A) Baker County, Bradford County, City of Cedar Key, Columbia County, Town of Cross City, Dixie County, Gilchrist County, Hamilton County, Jefferson County, City of Lake City, Levy County, City of Live Oak, Madison County, City of Monticello, Putnam County, Suwannee County, Taylor County, Union County, Town of White Springs, and Town of Worthington Springs, Florida entered into that certain Interlocal Agreement Relating to Establishment of the North Florida Broadband Authority, dated August 7, 2009 (the "Interlocal Agreement"), pursuant to which the North Florida Broadband Authority (the "Authority") was created to acquire, operate, construct, and manage broadband infrastructure facilities within the North Florida region, including the North Florida Rural Area of Critical Economic Concern.

(B) Pursuant to section 3.01 of the Interlocal Agreement, the County now desires to become a member of the Authority.

(C) In order to properly document the admission of the County to membership in the Authority, it is necessary and desirable for the County to authorize, execute, and deliver the Interlocal Agreement.

(D) In accordance with section 3.01 of the Interlocal Agreement, the County's membership in the Authority shall become effective upon the affirmative vote of the majority plus one of all Directors of the Authority.

(E) The County's approval of this Resolution shall also evidence its support and approval of the application of the North Florida Broadband Authority for federal broadband stimulus funding pursuant to the American Recovery and Reinvestment Act of 2009.

SECTION 3. APPROVAL OF FORM OF INTERLOCAL AGREEMENT. The form, terms, and provisions of the Interlocal Agreement, in substantially the form submitted to this meeting and attached hereto as Exhibit A, be and the same hereby are approved. The Chairman of the Board of County Commissioners of the County and the Clerk of the County are hereby authorized and directed to execute and deliver said Agreement in the name and on behalf of the County, which such changes, amendments, modifications, omissions, and additions as approved by the Chairman. Execution by said Chairman shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

SECTION 4. FILING OF INTERLOCAL AGREEMENT. Upon approval by the Authority of the County's membership, the Clerk of the County is hereby directed to file the Interlocal Agreement with the Clerk of the Circuit Court in the County and the Clerk of the Circuit Court in Leon County, Florida, as required by section 163.01(11), Florida Statutes.

SECTION 5. DESIGNATION OF AUTHORITY REPRESENTATIVES. The County Commission hereby appoints Thomas "Boogie" Prigdon, as an Authority Director to act on the County's behalf on the Authority's Board of Directors. The County Commission hereby appoints Ernest Jones as an Alternate Authority Director to act on the County's behalf on the Authority Board in the absence or unavailability of the Authority Director. If the Commission determines that it is no longer in the County's best interest to have an Authority Director seated on the Authority's Board, the County may elect to remove its Authority Director from the Board, as provided in the Interlocal Agreement.

SECTION 6. GENERAL AUTHORITY. The members of the County Commission and the officers, attorneys, and other agents or employees of the County are hereby authorized to do all acts and things required of them by this Resolution and Interlocal Agreement, or desirable or consistent with the requirements hereof or thereof for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or in the Interlocal Agreement, and each member, employee, attorney and officer of the County and the County Clerk is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder and under the Interlocal Agreement.

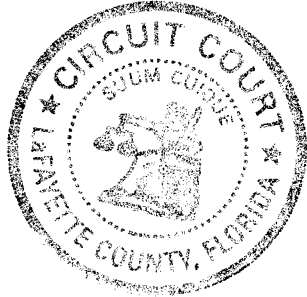
SECTION 7. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions contained herein shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements, or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Interlocal Agreement.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective

immediately upon its adoption.

Duly adopted this 10th day of August, 2009.

LAFAYETTE COUNTY, FLORIDA



Curtis B. Hamilton
Chairman

ATTEST

Tracy Lynn
Clerk

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EXHIBIT A
FORM OF INTERLOCAL AGREEMENT

**INTERLOCAL AGREEMENT RELATING TO
ESTABLISHMENT OF THE
NORTH FLORIDA BROADBAND AUTHORITY**

Among

**[INSERT ALL COUNTIES AND CITIES APPROVING EXECUTION ON
OR BEFORE AUGUST 10, 2009]**

Dated as of August 10, 2009

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**INTERLOCAL AGREEMENT RELATING TO
ESTABLISHMENT OF THE
NORTH FLORIDA BROADBAND AUTHORITY**

THIS INTERLOCAL AGREEMENT, dated as of August 10, 2009 (the "Interlocal Agreement"), is entered into among a certain number of local governmental units executing this Interlocal Agreement, each one constituting either a county or municipal corporation located in the State of Florida, and constituting a "public agency" under Part I of Chapter 163, Florida Statutes, which shall on the date hereof be **[INSERT ALL COUNTIES AND CITIES APPROVING EXECUTION ON OR BEFORE AUGUST 10, 2009]** (collectively, the "Authority Members"), as evidenced by the signatures of their authorized representatives hereto;

W I T N E S S E T H:

WHEREAS, each of the Authority Members have the power to acquire, own, improve, operate and maintain public utility facilities, including broadband facilities and services, pursuant to their Florida Constitutional powers of local self government, Section 125.01, Florida Statutes (in the case of counties), or Section 166.021, Florida Statutes (in the case of municipal corporations); and

WHEREAS, Part I of Chapter 163, Florida Statutes (the "Interlocal Act"), permits the Authority Members, as public agencies under the Interlocal Act, to enter into interlocal agreements with each other to jointly exercise any power, privilege or authority which such Authority Members share in common and which each might exercise separately, permitting the Authority Members to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual benefit and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will best serve geographic, economic, population and other factors influencing the needs and development of such Authority Members; and

WHEREAS, Section 163.01(7)(g), Florida Statutes, authorizes the Authority Members pursuant to an interlocal agreement to create a separate legal entity to exercise the common power of the Authority Members to acquire, own, improve, operate and maintain broadband facilities; and

WHEREAS, the Authority Members have determined that it is in their best interests to create such a legal entity to create, acquire, own, improve, operate and maintain broadband utilities (collectively, "Broadband Facilities"), for the following reasons:

(1) Section 288.0656(7), Florida Statutes authorizes the Governor to designate rural areas of critical economic concern within the State comprised of communities that are struggling to maintain, support or enhance job creating activity or to generate revenues for education and other critical government services such as infrastructure, transportation and safety.

(2) The North Florida Rural Area of Critical Economic Concern (the "RACEC") was originally created in 2003 and renewed pursuant to Executive Order Number 08-132 issued by Governor Charlie Crist on June 11, 2008. The RACEC is comprised of 14 counties in the North Florida region. The RACEC region currently has inadequate and unreliable access to Broadband facilities and services.

(3) Recent surveys indicate that less than half of the residents of the State of Florida have broadband access to the internet. Access to broadband is critical for the State's residents, not only because of the increased educational, regional development and employment opportunities that follow from high speed multi megabit broadband access, but also from a public safety perspective by providing for video surveillance and assisting in the preparation for and dealing with the impacts of natural disasters such as hurricanes.

(4) Availability and access to reliable, high-speed internet and other network connectivity is a critical infrastructure component necessary to attract new business and industry into the RACEC and to ensure that existing residents and businesses are competitive in today's state, national and global business and industrial environments. The expansion of publicly available broadband infrastructure in the RACEC is a critical element in the growth and long term economic competitiveness of the North Florida region.

(5) The capability of providing new or redundant, facilities based, internet access is a critical communications component for both public and private sector entities in each county in the RACEC.

(6) Creating, expanding and continually upgrading Broadband Middle Mile and Last Mile infrastructure in the North Florida region will also benefit public sector services such as Critical Community Facilities and Community Anchor Institutions through enhanced access to information and technologies. The measurement of Broadband availability on a per

capita basis within the North Florida region will be an important factor in the Region's ongoing economic recovery, stability and viability.

(7) Pursuant to the American Recovery and Reinvestment Act of 2009, economic stimulus funding has been made available by the federal government for the creation of widespread open access to broadband facilities and services in recognition of the importance of access to broadband services to economic development and the quality of life of all Americans.

(8) The establishment of the legal entity, in the form of the hereinafter described Authority, will enable the Authority Members to cooperatively apply for stimulus funding for establishing Broadband facilities to serve the region. Creation of the Authority will also ensure that the Authority Members play a role in deploying broadband infrastructure and high speed internet access throughout the North Florida region to provide reliable, cost effective internet services for the residents and businesses in the region.

NOW, THEREFORE, in consideration of the foregoing and the covenants herein, it is mutually agreed and understood by and among the Authority Members, that now or may hereafter execute this Interlocal Agreement, that the "North Florida Broadband Authority," a legal entity and public body and a unit of local government with all of the privileges, benefits, powers and terms of the hereinafter defined Act and this Interlocal Agreement, is hereby created for the purposes described herein, as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. DEFINITIONS. The following definitions shall govern the interpretation of this Interlocal Agreement:

"**Act**" shall mean, collectively, Section 125.01, Florida Statutes (in the case of counties), Section 166.021, Florida Statutes (in the case of municipal corporations), the Interlocal Act, any Charters of Authority Members, and other applicable provisions of law.

"**Authority**" shall mean the North Florida Broadband Authority, a legal entity and public body created pursuant to the provisions of this Interlocal Agreement and the Act.

"**Authority Facilities**" shall mean the Authority's broadband distribution facilities and property, including Middle Mile and Last Mile infrastructure facilities, as they may be modified, improved or expanded from time to time, which are owned, leased, operated, managed and/or used, from time to time, by the Authority. Authority Facilities shall include all property, real or personal, tangible or intangible, now or hereafter owned, leased, operated or managed by the Authority in connection with the provision of broadband facilities and services.

"**Authority Member**" or "**Authority Members**" shall mean the member or members of the Authority, from time to time, as shall be provided for by this Interlocal Agreement. The Authority Members shall on the date hereof be [COUNTY], Florida, [COUNTY], Florida, [CITY], Florida, and [CITY], Florida.

"**Board**" shall mean the governing board of the Authority, consisting of the Directors appointed hereunder.

"**Broadband**" shall mean a high-speed, high-capacity transmission medium that can carry two-way data transmission with minimum advertised speeds of at least 768 kilobits per second (kbps) downstream and at least 200 kbps upstream to end users, or providing sufficient capacity in a Middle Mile project to support the provision of broadband service to end users.

“Broadband Facilities Operator” shall mean the individual or entity selected and employed by the Board to serve as the operator of the Authority Facilities.

“Community Anchor Institutions” shall mean schools, libraries, medical and healthcare providers, public safety entities, community colleges and other institutions of higher education, and other community support organizations and agencies that provide outreach, access, equipment and support services to facilitate greater use of Broadband service by vulnerable populations, including low income, unemployed and the aged.

"Cost" when used in connection with a Project, shall mean (1) the Authority's cost of construction; (2) costs of acquisition by or for the Authority of such Project; (3) costs of land and interests thereon and the cost of the Authority incidental to such acquisition; (4) the cost of any indemnity and/or surety bonds and premiums for insurance during construction; (5) all interest due to be paid on the Obligations relating to the Project during the period of acquisition and construction of such Project and for a reasonable period subsequent to completion of acquisition and construction as the Board may determine by resolution; (6) engineering, legal and other consulting fees and expenses; (7) costs and expenses of the financing incurred for such Project, including audits, fees and expenses of any paying agent, registrar, trustee, consultants, attorneys, engineers, credit enhancers or depository; (8) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any interim or temporary indebtedness incurred for such Project; (9) costs of machinery, equipment, supplies and spare parts required by the Authority for the commencement of operation of such Project or continuation of operation of such Project; and (10) any other costs properly attributable to such Project or to the issuance of Obligations which finance such Project, as determined by generally accepted accounting principles applicable to such Project, and shall include reimbursement to the Authority for any such items of cost paid by the Authority prior to issuance of the Obligations issued to finance such Project. Additional items of cost may be provided pursuant to the Financing Documents.

“Critical Community Facilities” shall mean public facilities that provide community services essential for supporting the safety, health and well-being of residents, including, but not limited to, emergency response and other public safety activities, hospitals and clinics, libraries and schools.

"Director" shall mean that individual appointed in accordance with the provisions hereof to serve as part of the Board. "Director" shall also include an alternate who is appointed to fill such role by an Authority Member.

"Financing Documents" shall mean the resolution or resolutions duly adopted by the Authority, as well as any indenture of trust, trust agreement or other instrument relating to the issuance or security of the Obligations.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be determined by the Board.

"General Manager" shall mean the individual or entity selected and employed by the Board to serve the Authority in such capacity.

"Interlocal Act" shall mean Part I of Chapter 163, Florida Statutes.

"Interlocal Agreement" shall mean this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

"Last Mile" shall mean any infrastructure project, the predominant purpose of which is to provide Broadband service to end users or end user devices (including households, businesses, Community Anchor Institutions, public safety entities and Critical Community Facilities.)

"Middle Mile" shall mean a Broadband infrastructure project that does not predominantly provide Broadband service to end users or the end user devices, and may include interoffice transport, backhaul, internet connectivity, or special access.

"Obligations" shall mean a series of bonds or other evidence of indebtedness, including, but not limited to, notes, commercial paper, capital leases or any other obligations of the Authority issued hereunder and pursuant to the Financing Documents.

"Pledged Funds" shall mean (1) the revenues, fees, charges and other moneys received by the Authority or its designee relating to its ownership or operation of the Authority Facilities, or some portion thereof, (2) until applied in accordance with the terms of the Financing Documents, all moneys in the funds, accounts and subaccounts established thereby, including investments therein, and (3) such other property, assets and moneys of the Authority as shall be pledged pursuant to the Financing Documents; in each case to the extent provided by the Board pursuant to the Financing Documents. The Pledged Funds pledged to one series of Obligations may be different than the Pledged Funds pledged to other series of Obligations.

"Project" shall mean any structure, property or facility which the Authority, from time to time, may determine to construct or acquire as part of its Authority Facilities, together with all improvements, equipment, structures and other facilities necessary or appropriate in connection therewith. This term is to be broadly construed so as to include any lawful undertaking which will accrue to the benefit of the Authority Facilities, including joint ventures and acquisitions of partial interests or contractual rights. "Project" may also include working capital, as well as any costs or judgments associated with litigation.

"Public Agencies" shall mean any "public agency", as defined in the Interlocal Act.

"RACEC" shall mean the Rural Area of Critical Economic Concern created pursuant to Executive Order Number 08-132 issued by Governor Charlie Crist on June 8, 2008. The RACEC is comprised of the area within the boundaries of the counties of Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor and Union.

"Service Area" shall mean the geographic boundaries within which the Authority provides Broadband Middle Mile and/or Last Mile facilities or services.

"State" shall mean the State of Florida.

Whenever any words are used in this Interlocal Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Interlocal Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

ARTICLE II

THE AUTHORITY

SECTION 2.01. CREATION. The Authority Members hereby create and establish the "North Florida Broadband Authority", a legal entity and public body and a unit of local government, with all of the privileges, benefits, powers and terms provided for herein and by the Act.

SECTION 2.02. PURPOSES. (A) The purpose of this Interlocal Agreement is for the establishment of the Authority in order to: (i) develop, construct and maintain Broadband Middle Mile and Last Mile infrastructure facilities throughout the North Florida region, including, but not limited to, the North Florida RACEC; (ii) acquire, construct, own, improve, operate, manage and/or maintain the Authority Facilities; (iii) provide the most economic, open access and efficient Broadband infrastructure and services throughout the Service Area in a non-discriminatory manner; and (iv) make provision quality of service (service level agreements) and rates for access to the Authority's Broadband capacity, facilities and services, as applicable.

(B) The creation and organization of the Authority and the fulfillment of its objectives serves a public purpose, and is in all respects for the benefit of the people of this State, affected Public Agencies and their constituents, and the persons or entities served by the Authority Facilities. The Authority is performing an essential governmental function. All property of the Authority is and shall in all respects be considered to be public property, and the title to such property shall be held by the Authority for the benefit of the public. The use of such property shall be considered to serve a public purpose, until disposed of upon such terms as the Authority may deem appropriate. Insofar as provided for by law, all Obligations and interest or income thereon and all the property, facilities, services, activities and revenues of the Authority are declared to be nontaxable for any and all purposes by the State or federal government or any unit of the State or federal government to the same extent as if owned or issued by or on behalf of the Authority Members or a Public Agency.

SECTION 2.03. AUTHORITY MEMBERS. The Authority Members shall consist of those Public Agencies as provided in Article III hereof.

SECTION 2.04. DURATION OF AUTHORITY. The Authority shall exist so long as any portion of the Authority Facilities is owned, operated, leased or managed by the Authority or the Authority has Obligations outstanding. At such time as the Authority no

longer owns, operates, leases or manages any portion of the Authority Facilities and no Obligations are outstanding, the Authority may dissolve by majority vote of the Board. In the event of dissolution, any assets of the Authority shall be allocated among the Authority Members equally at the time of such termination.

ARTICLE III

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MEMBERSHIP AND REPRESENTATION

SECTION 3.01. MEMBERSHIP. (A) Membership in the Authority shall consist of those Public Agencies selected pursuant to this Article III.

(B) The initial Authority Members shall on the date hereof consist of: **[INSERT ALL COUNTIES AND CITIES APPROVING EXECUTION ON OR BEFORE AUGUST 10, 2009].**

(C) To the extent permitted by the Interlocal Act, the Authority may admit any additional Public Agency to membership upon application of such Public Agency and the affirmative vote of the majority plus one of all Directors at a duly called meeting of the Authority. This Interlocal Agreement need not be amended in order to admit any Public Agency as an Authority Member. Approval of the governing bodies of the Authority Members shall not be required to admit a new Authority Member.

(D) As a precondition to membership in the Authority, each Authority Member shall constitute a Florida municipality, county or such other Public Agency which is permitted by the Interlocal Act to be a member of the Authority. Such new Authority Member shall execute, deliver and record a duly authorized counterpart to this Interlocal Agreement. Authority Members may be admitted regardless of whether any Authority Facilities are located within the jurisdiction of such Authority Member.

SECTION 3.02. REPRESENTATION. (A) Each Authority Member shall be entitled to appoint one Director to act on its behalf on the Board. In the event the Authority Member elects not to appoint a Director to the Board, such Authority Member shall not be counted toward the quorum required pursuant to Section 3.03. Each Director shall be an individual who shall be appointed specifically by name or by position. In addition, each Authority Member may appoint an alternate Director to serve in the absence or unavailability of the Director.

(B) In the event the Director of an Authority Member shall resign or be removed, such Authority Member shall appoint a new Director within thirty (30) calendar days. In the event such Authority Member does not appoint a new Director within thirty (30) calendar days of resignation or removal and such Authority Member has appointed an alternate Director, such alternate Director shall serve in the capacity as Director. In the event such Authority Member does not appoint a new Director within thirty (30) calendar days of resignation or removal and such Authority Member has not appointed an alternate Director, the Board may appoint such Director who shall serve until such time as such affected Authority Member shall appoint a new Director; provided any new Director appointed by the Board shall be a resident of such Authority Member. Any Director who is absent for three (3) consecutive meetings of the Board shall be deemed to have resigned.

(C) Each Authority Member, in its sole discretion, may remove its Director at any time and may appoint a new Director to serve on the Board upon notice being given to the Authority as provided by Section 3.06(A) hereof for resignation of a Director.

(D) Directors may be an elected official, appointed official, employee or other designee of an Authority Member.

(E) Any Director may be removed upon the affirmative vote of at least two-thirds (2/3) of all Directors at a duly called meeting of the Authority.

SECTION 3.03. ACTION. (A) The affairs, actions and duties of the Authority shall be undertaken at a duly called meeting pursuant to Section 3.08 hereof.

(B) At any meeting of the Authority at which any official action is to be taken, a majority of all Directors shall constitute a quorum. A majority vote of a quorum of the Directors present at a duly called meeting shall constitute an act of the Authority, except as otherwise provided herein.

(C) A certificate, resolution or instrument signed by the Chairman, Vice-Chairman or such other person of the Authority as may be hereafter designated and authorized by the Board shall be evidence of the action of the Authority and any such certificate, resolution or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all facts and matters stated therein shall conclusively be presumed to be accurate and true.

SECTION 3.04. ELECTION OF OFFICERS. Once a year, and at such other time as may be necessary to fill a vacancy, at a duly called meeting of the Board called for the purpose thereof, the Authority through its Directors shall elect a Chairman, a Vice-

Chairman and Secretary-Treasurer to conduct the meetings of the Authority and to perform such other functions as herein provided. At the discretion of the Board, the General Manager (or representative thereof) may be appointed as the Secretary-Treasurer. Said Chairman, Vice-Chairman and Secretary-Treasurer shall serve one (1) year terms unless they resign from the Authority or such officer is replaced by the Board.

SECTION 3.05. AUTHORITY OF OFFICERS. (A) The Chairman and the Vice-Chairman shall take such actions, have all such powers and sign all documents on behalf of the Authority and in furtherance of the purposes of this Interlocal Agreement as may be approved by resolution of the Board adopted at a duly called meeting.

(B) The Secretary-Treasurer, or his designee, shall keep minutes of all meetings, proceedings and acts of the Board, but such minutes need not be verbatim. Copies of all minutes of the meetings of the Authority shall be sent by the Secretary-Treasurer or his designee to all Directors to the Authority. The Secretary-Treasurer may also attest to the execution of documents. The Secretary-Treasurer shall have such other powers as may be approved by resolution of the Board adopted at a duly called meeting.

SECTION 3.06. RESIGNATION. (A) Any Director may resign from all duties or responsibilities hereunder by giving at least thirty (30) calendar days prior written notice sent by registered mail to the General Manager. Such notice shall state the date said resignation shall take effect and such resignation shall take effect on that date.

(B) Any resigning Director who is an officer of the Authority shall immediately turn over and deliver to the General Manager any and all records, books, documents or other property in his possession or under his control which belong to the Authority.

SECTION 3.07. POWERS AND DUTIES OF THE BOARD. The Board shall act as the governing board of the Authority and shall have, in addition to all other powers and duties described herein, the following powers and duties:

(A) To fix the time and place or places at which its regular meetings shall be held, and to call and hold special meetings.

(B) To make and pass rules, regulations, resolutions and orders not inconsistent with the Constitution of the United States or of the State, or to the provisions of the Interlocal Act or this Interlocal Agreement, necessary for the governance and management of the affairs of the Authority, for the execution of the powers, obligations and responsibilities

vested in the Authority, and for carrying into effect the provisions of this Interlocal Agreement.

(C) To fix the location of the principal place of business of the Authority and the location of all offices maintained thereunder.

(D) To create any and all necessary offices in addition to Chairman, Vice-Chairman and Secretary-Treasurer; to establish the powers, duties and compensation of all employees; and to require and fix the amount of all official bonds necessary for the protection of the funds and property of the Authority.

(E) To select and employ a General Manager, who shall administer the affairs and manage the staff of the Authority with Board approval, and perform all other administrative duties as directed by the Board.

(F) To employ or hire such attorneys or firm(s) of attorneys as it deems appropriate to provide legal advice and/or other legal services to the Authority.

(G) To select and employ a Broadband Facilities Operator, who shall oversee the creation, construction, operation and maintenance of the Authority Facilities.

(H) To amend the Authority's name, as permitted by law.

SECTION 3.08. MEETINGS. (A) The Board shall convene at a meeting duly called by either a majority of the Directors or the Chairman. The Directors may establish regular meeting times and places. Meetings shall be conducted at such locations as may be determined by the majority of the Directors or the Chairman. Notice of a special meeting, unless otherwise waived, shall be furnished to each Director by the General Manager not less than seven (7) calendar days prior to the date of such meeting; provided the Chairman or, in his absence or unavailability, the Vice-Chairman, may call a meeting upon twenty-four (24) hours written notice, if such officer determines an emergency exists. All meetings shall be noticed in accordance with applicable law.

(B) Within thirty (30) calendar days of the creation of the Authority, the duly appointed Directors shall hold an organizational meeting to elect officers and perform such other duties as are provided for under this Interlocal Agreement.

SECTION 3.09. WITHDRAWAL OR DISMISSAL OF AUTHORITY MEMBERS. (A) Any Authority Member may withdraw from the Authority at any time, if

the following conditions are satisfied: (i) there shall be at least two (2) Authority Members remaining in the Authority subsequent to withdrawal, and (ii) a certified resolution from the Authority Member's governing body setting forth its intent to withdraw is presented to the Authority. Upon satisfaction of the foregoing conditions, such withdrawal shall be effective.

(B) Any Authority Member may be dismissed from the Authority by majority vote of all Directors unless subsequent to dismissal there shall be less than two (2) Authority Members remaining in the Authority.

SECTION 3.10. EXPENSES. The Authority may establish, from time to time, procedures for reimbursement for reasonable expenses incurred by Authority Members, Directors and employees of the Authority.

SECTION 3.11. LIABILITY. No Director, agent, officer, official or employee of the Authority shall be liable for any action taken pursuant to this Interlocal Agreement in good faith or for any omission, except gross negligence, or for any act of omission or commission by any other Director, agent, officer, official or employee of the Authority.

ARTICLE IV

POWERS AND DUTIES

SECTION 4.01. POWERS. (A) The Authority shall have all powers to carry out the purposes of this Interlocal Agreement, including the following powers which shall be in addition to and supplementing any other privileges, benefits and powers granted by the Act:

(i) To acquire, construct, own, lease, operate, manage, maintain, dispose of, improve and expand the Authority Facilities, and to have the exclusive control and jurisdiction thereof.

(ii) To the extent required by law, to provide for compliance and reporting for Broadband services in the Service Area of the Authority.

(iii) To fix, levy and collect rates, fees and other charges from persons or property, or both, for the use of the capacity, services, facilities and product of the Authority Facilities or to pay the operating or financing costs of the Authority Facilities available to potential users; to fix and collect charges for making connections with and/or provisioning of the Authority Facilities and, to the extent provided by law, to provide for reasonable penalties to be imposed on any users or property for any such rates, fees or charges that are delinquent, all as more specifically described in Section 4.03 hereof.

(iv) To contract for the service of engineers, accountants, attorneys and other experts or consultants, and such other agents and employees as the Board may require or deem appropriate from time to time.

(v) To acquire such lands and rights and interests therein, including lands under water and riparian rights and to acquire such personal property as the Authority may deem necessary and appropriate in connection with the acquisition, ownership, expansion, improvement, operation and maintenance of the Authority Facilities and to hold and dispose of all real and personal property under its control. To the extent the power of eminent domain is available to the Authority in accordance with applicable law, in particular the Interlocal Act, such power may be exercised by the Authority both within and outside the Service Areas of the Authority Facilities for the purpose of carrying out the intent of this Interlocal Agreement.

(vi) To exercise exclusive jurisdiction, control and supervision over the Authority Facilities and to make and enforce such rules and regulations for the maintenance, management and operation of the Authority Facilities as may be, in the judgment of the Board, necessary or desirable for the efficient operation of the Authority Facilities in accomplishing the purposes of this Interlocal Agreement.

(vii) To enter into other interlocal agreements or join with any other special purpose or general purpose local governments, public agencies or authorities in the exercise of common powers or to assist the Authority in acquiring land and rights or interests therein.

(viii) To contract with private or public entities or persons to provide, access or capacity to Middle Mile Broadband infrastructure facilities and/or Last Mile Broadband infrastructure facilities and services, as applicable. To contract with any private or public entity or person for the operation or management of the Authority Facilities.

(ix) To accomplish construction directly or by letting construction contracts to other entities, whether public or private, for all or any part of the construction of improvements to the Authority Facilities as determined by the Board in accordance with applicable law.

(x) To construct, maintain and operate co-location facilities, points of presence, tower/rooftop facilities, network access points and other evolving Broadband facilities, technologies and services throughout the Service Area of the Authority.

(xi) Subject to such provisions and restrictions as may be set forth in any Financing Document, to enter into contracts with the government of the United States or any agency or instrumentality thereof, the State, or with any municipality, county, district, authority, political subdivision, private corporation, partnership, association or individual providing for or relating to the provision of Middle Mile Broadband infrastructure or Last Mile Broadband infrastructure and services and any other matters relevant thereto or otherwise necessary to effect the purposes of this Interlocal Agreement. To receive and accept from any federal or State agency, grants or loans for or in aid of the planning, construction, reconstruction or financing of improvements, additions or extensions to the Authority Facilities and to receive and accept aid or contributions or loans from any other source of either money, labor or

other things of value, to be held, used and applied only for the purpose for which such grants, contributions or loans may be made.

(xii) To sue and be sued in the name of the Authority.

(xiii) To adopt and use a seal and authorize the use of a facsimile thereof.

(xiv) To contract with any public or private entity or person to manage and operate the Authority Facilities, or any portion thereof, upon such terms as the Board deems appropriate.

(xv) Subject to such provisions and restrictions as may be set forth herein and in any Financing Document, to sell or otherwise dispose of the Authority Facilities, or any portion thereof, upon such terms as the Board deems appropriate. To enter into contracts and agreements to effect such dispositions.

(xvi) To acquire, by purchase, gift, devise or otherwise, and to dispose of, real or personal property, or any estate therein.

(xvii) To make and execute contracts or other instruments necessary or convenient to the exercise of its powers.

(xviii) To provide such retirement benefits and program as the Board deems appropriate.

(xix) To maintain an office or offices at such place or places as the Board may designate from time to time.

(xx) To hold, control and acquire by donation or purchase, or dispose of, any public easements, dedications to public use, platted reservations for public purposes, or any reservations for those purposes authorized by this Interlocal Agreement and to make use of such easements, dedications and reservations for any of the purposes authorized by this Interlocal Agreement.

(xxi) To lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature to carry out any of the purposes authorized by this Interlocal Agreement.

(xxii) To borrow money and issue bonds, certificates, warrants, notes, obligations or other evidence of indebtedness.

(xxiii) To apply for and accept grants, loans and subsidies from any governmental entity for the acquisition, construction, operation and maintenance of the Authority Facilities, and to comply with all requirements and conditions imposed in connection therewith.

(xxiv) To the extent allowed by law and to the extent required to effectuate the purposes hereof, to exercise all privileges, immunities and exemptions accorded municipalities and counties of the State under the provisions of the constitution and laws of the State.

(xxv) To invest its moneys in such investments as directed by the Board in accordance with State law and which shall be consistent in all instances with the applicable provisions of the Financing Documents.

(xxvi) To purchase such insurance as it deems appropriate.

(xxvii) To do all acts and to exercise all of the powers necessary, convenient, incidental, implied or proper in connection with any of the powers, duties or purposes authorized by this Interlocal Agreement or the Act.

(B) In exercising the powers conferred by this Interlocal Agreement the Board shall act by resolution or motion made and adopted at duly noticed and publicly held meetings in conformance with applicable law.

(C) The provisions of Chapter 120, Florida Statutes, shall not apply to the Authority.

SECTION 4.02. ANNUAL BUDGET. (A) Prior to October 1 of each year the Board will adopt an annual budget for the Authority. Such budget shall be prepared within the time periods required for the adoption of a tentative and final budget for county governments under general law. The annual budget shall contain an estimate of receipts by source and an itemized estimation of expenditures anticipated to be incurred to meet the financial needs and obligations of the Authority. The General Manager shall prepare the annual budget. The annual budget shall contain a five-year capital improvement plan for the Authority Facilities.

(B) The Board shall publish a notice of the meeting in which the annual budget is to be adopted, which notice shall be published once a week for two (2) consecutive weeks thirty (30) days prior to the date of the hearing in a newspaper qualified to accept legal advertisement within each county in the jurisdiction of the Authority. A copy of the proposed budget indicating the five-year capital plan for the Authority Facilities and a notice of the time and place of the Board meeting at which the annual budget is to be adopted shall be provided to each Authority Member prior to the first publication date.

(C) The adopted budget shall be the operating and fiscal guide for the Authority for the ensuing Fiscal Year. The Board may from time to time amend the budget at any duly called regular or special meeting.

(D) The Authority shall provide financial reports in such form and in such manner as prescribed pursuant to this Interlocal Agreement and Chapter 218, Florida Statutes.

(E) The Board shall cause to be made at least once a year, within one hundred eighty (180) days of the end of the Fiscal Year, a report of the Authority Facilities, including all matters relating to expansions, acquisitions, rates, revenues, expenses, principal and interest requirements of the Obligations and the status of all funds and accounts. Copies of such report shall be filed with the Secretary-Treasurer and shall be open to public inspection. The report shall be known as the "Annual Authority Facilities Report". The Annual Authority Facilities Report may be included as a part of any other report or reports required by law or may be issued separately. The Secretary-Treasurer shall provide each Authority Member with a copy of the Annual Authority Facilities Report.

SECTION 4.03. ADOPTION OF RATES, FEES OR OTHER CHARGES. The Board shall adopt by resolution a schedule of rates, fees or other charges for the use of the capacity, facilities, services and products of the Authority Facilities and charges for making connections with and/or provisioning of the Authority Facilities and, to the extent provided by law, to provide for reasonable penalties to be imposed on any users or property for any such rates, fees or charges that are delinquent.

SECTION 4.04. OBLIGATIONS. (A) The Board shall have the power and it is hereby authorized to provide pursuant to the Financing Documents, at one time or from time to time in series, for the issuance of Obligations of the Authority, or notes in anticipation thereof, for one or more of the following purposes:

- (i) Paying all or part of the Cost of one or more Projects,

- (ii) Refunding any bonds or other indebtedness of the Authority,
- (iii) Assuming or repaying the indebtedness relating to Authority Facilities, acquired or leased by the Authority from a public or private entity,
- (iv) Setting aside moneys in a renewal or replacement account,
- (v) Funding a debt service reserve account,
- (vi) Capitalizing interest on the Obligations,
- (vii) Paying costs of issuance relating to the Obligations, and
- (viii) Any other purpose relating to this Interlocal Agreement.

The principal of and the interest on each series of Obligations shall be payable from the Pledged Funds, all as determined pursuant to the Financing Documents. The Authority may grant a lien upon and pledge the Pledged Funds in favor of the holders of each series of Obligations in the manner and to the extent provided in the Financing Documents. Such Pledged Funds shall immediately be subject to such lien without any physical delivery thereof and such lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Authority.

(B) The Obligations of each series shall be dated, shall bear interest and such rate or rates, shall mature at such time or times not exceeding forty (40) years from their date or dates, may be made redeemable before maturity, at the option of the Authority, at such price or prices and under such terms and conditions, all as shall be determined by the Board pursuant to the Financing Documents. The Board shall determine the form of the Obligations, the manner of executing such Obligations, and shall fix the denomination of such Obligations and the place of payment of the principal and interest, which may be at any bank or trust company within or without the State. In case any officer whose signature or a facsimile of whose signature shall appear on any Obligations shall cease to be such officer before the delivery of such Obligations, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until delivery. The Board may sell Obligations in such manner and for such price as it may determine to be in the best interest of the Authority in accordance with the terms of the Financing Documents. In addition to the Pledged Funds, the Obligations may be secured by such credit enhancement as the Board determines to be appropriate pursuant to the Financing

Documents. The Obligations may be issued as capital appreciation bonds, current interest bonds, term bonds, serial bonds, variable bonds or any combination thereof, all as shall be determined pursuant to the Financing Documents.

(C) Prior to the preparation of definitive Obligations of any series, the Board may issue interim receipts, interim certificates or temporary Obligations, exchangeable for definitive Obligations when such Obligations have been executed and are available for delivery. The Board may also provide for the replacement of any Obligation which shall become mutilated, or be destroyed or lost. Obligations may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Interlocal Agreement, the Financing Documents or other applicable laws.

(D) The proceeds of any series of Obligations shall be used for such purposes, and shall be disbursed in such manner and under such restrictions, if any, as the Board may provide pursuant to the Financing Documents.

(E) The Financing Documents may also contain such limitations upon the issuance of additional Obligations as the Board may deem appropriate, and such additional Obligations shall be issued under such restrictions and limitations as may be prescribed by such Financing Documents. The Financing Documents may contain such provisions and terms in relation to the Obligations and the Pledged Funds as the Board deems appropriate and which shall not be inconsistent herewith.

(F) Obligations shall not be deemed to constitute a general obligation debt of the Authority or the Authority Members or a pledge of the faith and credit of the Authority or any of the Authority Members, but such Obligations shall be payable solely from the Pledged Funds and any moneys received from the credit enhancers of the Obligations, in accordance with the terms of the Financing Documents. The issuance of Obligations shall not directly or indirectly or contingently obligate the Authority or any of the Authority Members to levy or to pledge any form of ad valorem taxation whatsoever therefor. No holder of any such Obligations shall ever have the right to compel any exercise of the ad valorem taxing power on the part of any of the Authority Members to pay any such Obligations or the interest thereon or the right to enforce payment of such Obligations, or the interest thereon, against any property of the Authority or any of the Authority Members, nor shall such Obligations constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Authority or any of the Authority Members, except the Pledged Funds in accordance with the terms of the Financing Documents.

(G) All Pledged Funds shall be deemed to be trust funds, to be held and applied solely as provided in the Financing Documents. Such Pledged Funds may be invested by the Authority in such manner as provided in the Financing Documents.

(H) Any holder of Obligations, except to the extent the rights herein given may be restricted by the Financing Documents, may, either at law or in equity, by suit, action, mandamus or other proceeding, protect and enforce any and all rights under the laws of the State or granted hereunder or under the Financing Documents, and may enforce and compel the performance of all agreements or covenants required by this Interlocal Agreement, or by such Financing Documents, to be performed by the Authority or by any officer thereof.

(I) The Obligations may be validated, at the sole discretion of the Board, pursuant to Chapter 75, Florida Statutes. Obligations may be issued pursuant to and secured by a resolution of the Board.

(J) In addition to the other provisions and requirements of this Interlocal Agreement, any Financing Documents may contain such provisions as the Board deems appropriate.

(K) All Obligations issued hereunder shall not be invalid for any irregularity or defect in the proceedings for the issuance and sale thereof and shall be incontestable in the hands of bona fide purchasers for value. No proceedings in respect to the issuance of such Obligations shall be necessary except such as are required by this Interlocal Agreement, the Financing Documents and general law. The provisions of the Financing Documents shall constitute an irrevocable contract between the Authority and the holders of the Obligations issued pursuant to the provisions thereof.

(L) Holders of Obligations shall be considered third party beneficiaries hereunder and may enforce the provisions hereof.

(M) The Board may enter into such swap, hedge or other similar arrangements relating to any Obligations as it deems appropriate.

SECTION 4.05. AD VALOREM TAXATION NOT AUTHORIZED. The Authority shall not have the power to levy and assess an ad valorem tax on any property within the Service Areas for any reason.

SECTION 4.06. AUTHORITY APPROVAL OF CONSTRUCTION OF BROADBAND FACILITIES. The Board may adopt all necessary regulations by resolution that provide design and construction specifications and procedures for Authority Facilities.

SECTION 4.07. CONDUIT TRANSACTIONS. In addition to the powers granted to the Authority hereunder, including the power to issue Obligations pursuant to this Article IV, the Authority may issue Obligations, to the extent permitted by law, for the principal purpose of loaning the proceeds thereof to a public or private entity, which shall finance or refinance the acquisition and construction of Broadband infrastructure facilities. Such Obligations shall be secured in such manner as determined by the Board. Such security may include moneys received pursuant to a loan agreement between the Authority and such public or private entity. Such Obligations shall have the terms provided in Section 4.04 hereof.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. DELEGATION OF DUTY. Nothing contained herein shall be deemed to authorize the delegation of any of the constitutional or statutory duties of the State or the Authority Members or any officers thereof.

SECTION 5.02. FILING. A copy of this Interlocal Agreement shall be filed for record with the Clerk of the Circuit Court in each county wherein an Authority Member is located.

SECTION 5.03. IMMUNITY. (A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the Authority Members shall apply to the officials, officers, agents or employees of the Authority when performing their respective functions and duties under the provisions of this Interlocal Agreement.

(B) The Authority Members intend to utilize Sections 768.28 and 163.01(9)(c), Florida Statutes, other Florida Statutes and the common law governing sovereign immunity to the fullest extent possible. Pursuant to Section 163.01(5)(o), Florida Statutes, Authority Members may not be held jointly liable for the torts of the officers or employees of the Authority, or any other tort attributable to the Authority, and that the Authority alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. The Authority Members intend that the Authority shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

SECTION 5.04. LIMITED LIABILITY. No Authority Member shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Authority, the Directors or any other agents, employees, officers or officials of the Authority, except to the extent otherwise mutually agreed upon, and neither the Authority, the Directors or any other agents, employees, officers or officials of the Authority have any authority or power to otherwise obligate any individual Authority Member in any manner.

SECTION 5.05. AMENDMENTS. This Interlocal Agreement may be amended in writing at any time by the concurrence of all of the Directors present at a duly called meeting of the Authority and subsequent ratification by the governing body of each Authority Member. However, this Interlocal Agreement may not be amended so as to (A) permit any profits of the Authority to inure to the benefit of any private person, (B) permit the diversion or application of any of the moneys or other assets of the Authority for any purposes other than those specified herein, (C) adversely affect the tax-exempt status, if applicable, of interest on the Obligations, or (D) materially, adversely affect the security for any Obligations.

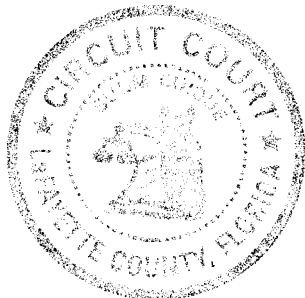
SECTION 5.06. SEVERABILITY. In the event that any provision of this Interlocal Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the other provisions of this Interlocal Agreement shall remain in full force and effect.

SECTION 5.07. CONTROLLING LAW. This Interlocal Agreement shall be construed and governed by Florida law.

SECTION 5.08. EFFECTIVE DATE. This Interlocal Agreement shall become effective on the later of (A) the dated date hereof or (B) the date the last initial Authority Member executes this Interlocal Agreement and the filing requirements of Section 5.02 hereof are satisfied.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Authority Members by their authorized officers or officials on this 10 day of August, 2009.

LAFAYETTE COUNTY, FLORIDA



ATTEST:

By: *Curtis B. Hamlin*
Chairman

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Andy Lynn
Clerk

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

LAST NAME—FIRST NAME—MIDDLE NAME BYRD, T. JACK	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Lafayette County Board of County Commissioners
MAILING ADDRESS 10305 S.E. County Road 405	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input type="checkbox"/> CITY <input checked="" type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY COUNTY Branford Lafayette	NAME OF POLITICAL SUBDIVISION: Lafayette County, Florida
DATE ON WHICH VOTE OCCURRED Aug 10, 2009	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, T. JACK BYRD, hereby disclose that on Aug 10, 2009:

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

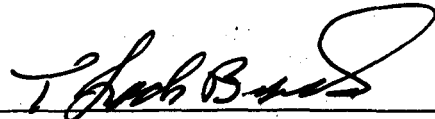
- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which 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 Byrds Power Equipment considered and approved to be paid.

Aug 10, 2009

Date Filed



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.

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, THOMAS E. PRIDGEON, JR., hereby disclose that on Aug 10, 2009:

(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:

An invoice payable to Pridgeon's Power Equipment was voted on and approved by the Commission.

Aug 10 2009
Date Filed

Thomas E. Pridgeon, Jr.
Signature

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.