

REGULAR MEETING  
APRIL 28, 2008  
5:30 P.M.

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 Charles Driver, 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.

### **BOARD OF ADJUSTMENTS MEETING**

#### **RESOLUTION SE 08-01**

Mr. Foye Sessions came before the board to discuss Resolution SE 08-01, which would allow him to develop an RV park to contain up to 99 spaces. Mr. Sessions described to the board what his intentions were that everything in the RV Park, even the office he would have there, would be portable so that when the river came up everything could be moved out. He also showed the board a map of the area where he wanted to develop the RV Park. When Mr. Sessions was through speaking, there were several area residents that expressed their concerns with the RV Park being developed. The following people spoke to the board with their concerns: Ken Kristof, Gary Kristof, Dave Hogue, Dow Smith, Edna Smith, Kaven Campbell, Oliver Schneider, Finley Ricard, Joseph Ricard, Frank Carpenter, Don Dinsmore, and Skip Wiegel. All area residents that spoke expressed concern about the following: the heavy traffic that would be coming in and out of their road, all of the garbage that would be in their neighborhood, the spring connected to the river near the neighborhood being contaminated, their taxes going up, there being no place in the neighborhood to turn RV's around, their septic systems, and the eventual erosion of the roads. Mr. Bobby Folsom, surveyor of the property, spoke for Mr. Sessions addressing the concerns that the residents had. He said that the septic system for the park would be engineered and state approved, the spring connected to the river is upstream and would not be affected, the project has already been previously discussed with Suwannee River Water Management District, the project should create a tax base for the county, and Mr. Sessions would be developing and maintaining the road in to the RV Park himself. After discussion and questions took place among some of the board, on a motion by Mr. Hamlin and a second by Mr. Pridgeon, the board voted unanimously to adopt Resolution SE 08-01.

### **ADJOURN BOARD OF ADJUSTMENTS MEETING**

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

**REGULAR MEETING**

**APPROVE THE MINUTES**

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

**RESOLUTION 2008-4-2-1**

On a motion by Mr. Driver and a second by Mr. Hamlin, the board voted unanimously to approve Resolution 2008-4-2-1 in reference to the SHIP and CDBG Programs.

**KAY GREEN, UNUSED SICK/ANNUAL TIME**

On a motion by Mr. Hamlin and a second by Mr. Jones, the board voted unanimously to approve the payment of Kay Green's unused sick/annual time.

**E911 NET AGREEMENT**

On a motion by Mr. Hamlin and a second by Mr. Jones, the board voted unanimously to approve the E911 NET Agreement (see attached).

**WARRANT LIST**

On a motion by Mr. Jones and a second by Mr. Hamlin, the board voted unanimously to approve the following bills, with the exception of the Pridgeon's Garage bill:

General Fund - \$39,626.14

Emergency 911 Fund - \$13,410.00

On a motion by Mr. Jones and a second by Mr. Hamlin, with Mr. Pridgeon abstaining, the board voted unanimously to approve the Pridgeon's Garage bill in the amount of \$2,361.44.

**BOBBY FOLSOM'S SURVEY BILL**

On a motion by Mr. Pridgeon and a second by Mr. Driver, the board voted unanimously to approve Bobby Folsom's survey bill that was turned in late in the amount of \$1,250.00.

**SHIP PROGRAM AMENDED ORDINANCE**

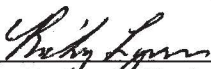
At the request of Ms. McMillan the board scheduled a public hearing for May 27, 2008 to consider a proposed amendment to the SHIP Ordinance.

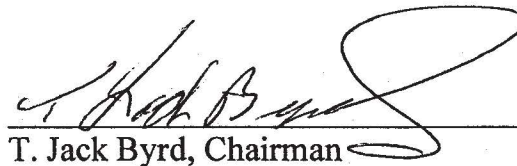
**ADJOURN**

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



Attest:

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

  
\_\_\_\_\_  
T. Jack Byrd, Chairman

Approved this 12<sup>th</sup> day of May, 2008.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, SERVING AS THE BOARD OF ADJUSTMENT OF LAFAYETTE COUNTY, FLORIDA, GRANTING WITH APPROPRIATE CONDITIONS AND SAFEGUARDS A SPECIAL EXCEPTION AS AUTHORIZED UNDER SECTION 3.2 OF ORDINANCE NO. 2000-5, ENTITLED LAFAYETTE COUNTY LAND DEVELOPMENT REGULATIONS; PROVIDING FOR A SPECIAL EXCEPTION TO THE PERMITTED USES WITHIN (ESA-2) ENVIRONMENTALLY SENSITIVE AREA - 2 ZONING DISTRICT AS PROVIDED WITHIN SECTION 4.4.5 TO PERMIT THE LOCATION OF A RV PARK CONTAINING NINETY NINE (99) SPACES ON CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF LAFAYETTE COUNTY, FLORIDA; PROVIDING FOR REVOCATION OF THE SPECIAL EXCEPTION; REPEALING RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2000-5, entitled Lafayette County Land Development Regulations, hereinafter referred to as the Land Development Regulations, empowers the Board of County Commissioners of Lafayette County, Florida, serving as the Board of Adjustment of Lafayette County, Florida, hereinafter referred to as the Board of County Commissioners, serving as the Board of Adjustment, to grant with appropriate conditions and safeguards or deny special exceptions as authorized under Section 3.2.4 of the Land Development Regulations;

WHEREAS, a petition for a special exception, SE08-01, as described, below has been filed with the County;

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

WHEREAS, the Board of County Commissioners, serving as the Board of Adjustment, has found that they are empowered under Section 3.2 of the Land Development Regulations to grant, to grant within an (ESA-2) ENVIRONMENTALLY SENSITIVE AREA zoning district;

WHEREAS, the Board of County Commissioners, serving as the Board of Adjustment, has determined and found that the granting with appropriate conditions and safeguards of the said petition for special exception, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare;

WHEREAS, the Board of County Commissioners, serving as the Board of Adjustment, has determined and found that the petitioner has proposed ingress (turning lane) and egress to the property and proposed structures thereon for pedestrian safety and convenience, in a manner that will not have an undue impact on traffic flow and control, and access in case of fire or catastrophe;

Whereas, the Board of County Commissioners, serving as the Board of Adjustment, has determined and found that the special exception, as described below, is generally compatible with adjacent properties, other property in the district and natural resources; and

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

- (a) the proposed use would be in conformance with the Comprehensive Plan and would not have an undue adverse effect on the Comprehensive Plan;
- (b) the proposed use is compatible with the established land use pattern;
- (c) the proposed use will not materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, and streets;
- (d) the proposed use will not have an undue adverse influence on living conditions in the neighborhood;
- (e) the proposed use will not create or excessively increase traffic congestion or otherwise affect public safety;
- (f) the proposed use will not create a drainage problem;

- (g) the proposed use will not seriously reduce light and air to adjacent areas;
- (h) the proposed use will not adversely affect property values in the adjacent areas; BOOK 28 PAGE 323
- (i) the proposed use will not be a deterrent to the improvement of development of adjacent property in accord with existing regulations; and
- (j) the proposed use is not out of scale with the needs of the neighborhood or the community

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

Section 1: Pursuant to petition, SE08-01, by Elizabeth C. Sessions as Trustee requesting a special exception be granted as provided for in Section 4.4.5 of the Land Development Regulations, the Board of County Commissioners, serving as Board of Adjustments, grants a special exception to permit the location of a RV Park containing Ninety nine (99) spaces in accordance with a site plan dated February 22, 2008 submitted as part of a petition dated February 22, 2008 and located on property described as follows:

Parcel Number 18-06-14-0000-0000-00100

GOVT. LOT 6. OR BK 30 P. 148; OR BK 95 P. 465. (TRUSTEE OF ELIZABETH C. SESSIONS REVOCABLE LIVING TRUST, DATED FEB. 18, 1993

Containing 49.0 acres

Section 2. A site plan filed with a petition filed February 22, 2008, is herewith made a part of this resolution by reference, shall govern the development and use of the above-described property. Any deviation from the petition shall be deemed a violation of the Land Development Regulations.

Section 3. The use of land approved by this special exception shall be in place, or a valid permit shall be in force for the construction of such land use within twelve (12) months of the effective date of this resolution. If such land use is not in place or if a valid permit for the construction of such land use is not in effect, within twelve (12) months of the effective date of this resolution, this resolution granting with appropriate conditions and safeguards such special exception is thereby revoked and of no force and effect.

Section 4. All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

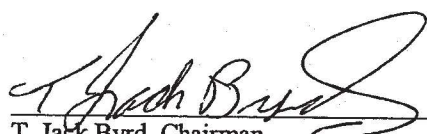
Section 5. This resolution shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED in regular session with a quorum present and voting, by the Board of County Commissioners, serving as the Board of Adjustment, this 28 day  
Of APRIL 2008.

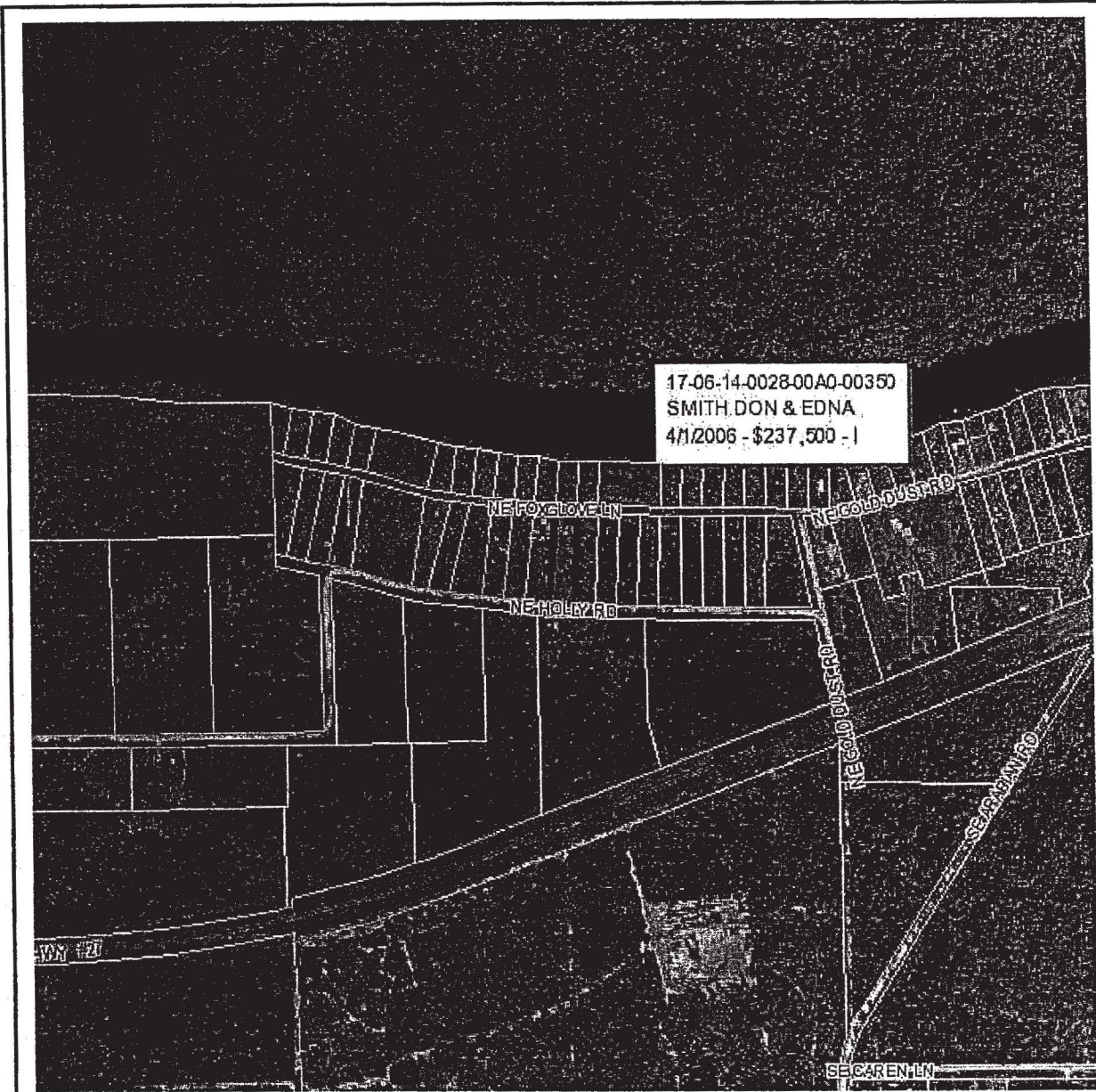
BOARD OF COUNTY COMMISSIONERS OF  
LAFAYETTE COUNTY, FLORIDA  
SERVING AS THE  
BOARD OF ADJUSTMENT OF  
LAFAYETTE COUNTY, FLORIDA

Attest:

  
Ricky Lyons, County Clerk

  
T. Jack Byrd, Chairman





**Lafayette County Property Appraiser**

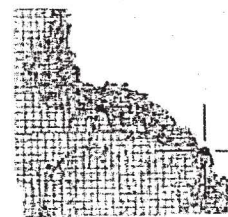
Tim Walker, CFA - Mayo, Florida - 386-294-1991

**PARCEL: 17-06-14-0028-00A0-00350 -**

LEG 0001.12 ACRES LOT 35-A, UNRECORDED ADDITION TO SUWANNEE RIVER BEND SUBD., FURTHER DESC. AS: COM. AT SE COR. OF LOT

Name: SMITH DON & EDNA	LandVal	\$6,720.00
Site:	AgVal	\$0.00
Mail: 1253 NE HOLLY ROAD	BldgVal	\$95,787.00
BRANFORD FL 32008	XFOBVal	\$2,566.00
Sales 4/1/2006 \$237,500.00 I	Assd	\$105,073.00
8/1/2002 \$11,500.00V	Exmpt	\$25,000.00
Info 11/1/1991 \$1,500.00V	Taxable	\$80,073.00

0 0.06 0.12 0.18 mi



This information was derived from data which was compiled by the Lafayette County Property Appraiser's Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

DB Last Updated: 2/20/2008 (GIS Updated: 2/20/2008)

*Received by Realty by  
on 3/24/08 to 6:00  
Angela Clark  
County*

Untitled

**Bobby Johnson**

**Fax Number 386-294-4225**

**Subject: The establishment of a R.V. Park on Holly Rd in Branford, Florida**

**Date 03-23-08**

**We oppose the establishment of a R.V. Park on Holly Rd., Branford, Florida for the following reasons.**

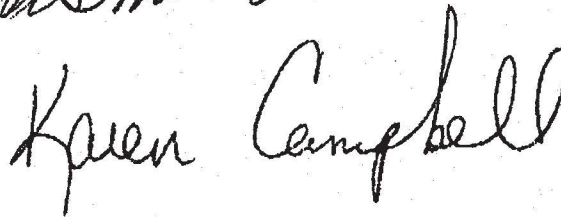
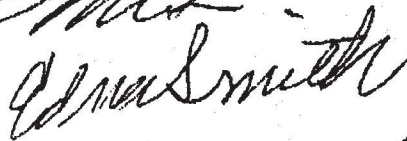
- 1. It will destroy the natural beauty of the landscape.**
- 2. It will cause more pollution of the River from excessive amounts of sewage from the RV sites.**
- 3. Increased traffic and litter.**
- 4. The traffic will cause the lime rock road to be used to much causing excessive holes.**

**Please take these items into consideration.**

**Thank You:**

**Don Smith  
Edna Smith  
Karen Campbell  
1253 N.E. Holly Rd.  
Branford, Florida 32008**

**Phone Number 386-935-9575  
Cell 828-361-5365**



**Lafayette County Commission Meeting, March 24, 2008 at 5:30 PM  
County Courthouse, Mayo, FL  
Regarding: Lafayette County Notice – Land Use Action**

**Subject:** Request to permit the development of an RV Park, with up to 99 spaces on the 49 acre parcel number 18-06-14-0000-0000-00100 owned by the Elizabeth Sessions Irrevocable Trust.

**Background:** My wife and I have owned the 40 acre parcel number 18-06-14-0000-0000-00400 adjoining the subject parcel since January, 1977. We have over 1100 feet of common boundary with the subject tract. We are into our second crop of pines on 10 acres of our property, and we have been good stewards of our whole property. We have witnessed recurring high water and flooding conditions on our property and adjoining properties during '73, '84, '86, '87, '91, '98', '04, and '05. We are experienced with the effects of the Suwannee River and nature in this area. Since 1995, we have been fulltime residents in Lafayette County on the Suwannee River (~mile marker 77), downriver from our 40-acre piece and the subject property.

We also own an RV and have done considerable camping around the State of Florida, so we are experienced with the habits and requirements of RV owners. Based on our experiences, following are our comments/observations about the subject variance request:

**Pros:**

1. For many years, there has been considerable illegal dumping of household trash and other debris on this property. For a while, we attempted to keep it cleaned up and reported several violations to local authorities; however, the quantity became too much for us to deal with. Having the property developed and subject to good stewardship practices would resolve that problem.
2. Increased county tax base resulting from elimination of the "Water Recharge Area" tax exemption would benefit Lafayette County.
3. The improved marketability of the two properties involved, prior to implementation of the development plan would benefit the current landowners.

**Site Plan Concerns:**

1. Changes to the Natural Flow of Flood Plane Waters
  - a. The only area above the 10-year flood line (31') is the proposed septic area.
  - b. The proposed septic area (11.9K sq. ft.) is filled with big trees (50' pines and many smaller 8" diameter oaks) which will have to be removed, a task which will include significant digging to remove the associated root systems.
  - c. RV sites will also have to be severely cleared to construct pads for parking.
  - d. Areas around "the ridge" shown on the site plan (2-year flood line of 24') are low and flood prone.
  - e. Water is on the property now with the river level between 21 and 22 feet.
  - f. Floods of '84, '86, and '98 covered the highest points on this property.
  - g. Grading and construction debris could flow into environmentally sensitive area or onto adjoining properties if heavy rain/high or flood-type waters occur during construction.

*Received by Ricky Lyons on 3/24/08  
5:50pm  
Randy Lyons  
1 of 1*



- h. Road grading and site maintenance materials will be prone to flow over land downriver toward present residents.
  - i. Because of the way the water flows during rising and receding floods, sand and sediment from normal grade maintenance materials will settle into the path of current flow and change the contours on adjacent properties, including the parcel we own.
  - j. The proposed site plan may have to be significantly altered during the development process because the current road plan is not practical for large or towed RV rigs. There are no pull-through sites shown, and the sites are perpendicular to the proposed roads rather than slanted. The skill required to maneuver RVs into and out of the sites would present a significant challenge to many RVers.
  - k. Suwannee River Water Management classifies this whole property as in the "Floodway," which usually means no development, no fill, and no destruction of wet lands without their approval. SRWMD approvals are not addressed in the development plan.
  - l. There is no plan shown for river bank development (natural flow control). River access for recreational purposes would be a big attraction for an RV park, with such a long riverfront footage, which would invite further variation requests for installation of boardwalks, docks, etc. on the property and along the bank area . . . particularly considering the "hogback" ridge configuration.
  - m. Development of the river bank and the associated increase in use of watercraft would add to the bank erosion problem we already experience during periods of high river traffic.
  - n. No "Land Use Exception" is being requested/presented for Lot 4D, parcel number 19-06-14-0028-0000-00040, which will be used for access to the subject property. A two-lane access road would be required to accommodate RV traffic, and construction of such a roadway would require significant fill. Fill is usually not allowed by SRWMD in a floodway because of the potential for changing the natural flow of flood waters. A request for exception to the Land Development Regulations for this piece should be included with the request for the subject property.
2. Waste Management
- a. All sewage from each RV site will have to be pumped uphill to the septic area as all pads are lower than the septic field.
  - b. Hollow sewage pipe will have a tendency to "float up" during flooding and may break, increasing potential for sewage contamination.
  - c. Accidental spills of "black water" from RVs at individual sites could pose a health hazard.

**Other Considerations:**

- 1. A water well site is not specified. Based on the experience of landowners along this section of the river, there's a good chance the water will be sulphur (there is a sulphur spring just upriver from the subject property). During high water, the well head will have to be protected from contamination.
- 2. All individual site electrical breaker/connection boxes would have to be water tight.
- 3. Power line construction will have to come from US 27 with adequate transformers located on one of these properties.

4. Housing for a fulltime site manager/maintenance person, other maintenance personnel and equipment, bath/toilet facilities would all have to be built above the 100-year flood level or be "temporary" structures.
5. Summer time is mosquito time, especially in low-lying areas like the subject property; ticks and chiggers add to the fun!
6. County Infrastructure impact would include handling the additional trash accumulation, county road grading/paving of parts of Holly and/or Gold Dust, security considerations for the County Sheriff's Department, County employee work loads, etc. If the County makes infrastructure expansions based on the success of this enterprise, the tax paying residents of Lafayette County will have to pay the price if the endeavor is not successful.
7. Propane fill stations (most RV parks have one) will have to be protected/contained during times of high water. A large tank is not "temporary."

**Conclusion/Recommendations:**

Commercial enterprises are usually designed to make a profit. Developing the proposed RV Park on this site will require considerably more initial investment than would be required on a higher/drier site. The park would be unusable during high water or high pest periods and would require major clean up after high water. Realizing a good ROI would be very dependent on Mother Nature.

Based on the plan as presented, and the obstacles yet to be solved or permitted, we believe a more in-depth environmental study should be completed, and more detailed site planning considered. Once those milestones are completed, the Commission and area landowners would be in a better position to understand all the implications of this undertaking and better able to make an informed decision about authorizing the requested variances.

Respectfully submitted,

David C. and Carolyn A. Hogue  
303 NE Gold Dust Rd.  
Branford, FL 32008-5077  
Home phone: 386-935-2044

RESOLUTION NO. 2008-4-2-1

A Resolution of the Board of County Commissioners of Lafayette County to add Housing Replacement 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 Housing Replacement strategy.

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

That the Housing Replacement will be added as a new strategy within the Local Housing Assistance Plan.

Passed and adopted by the County Commission of Lafayette County, Florida on the 28 day of April, 2008.

(SEAL)



ATTEST:

T. Jack B. [Signature]  
Chairman

[Signature]  
County Clerk

# FLORIDA HOUSING FINANCE CORPORATION

## HOUSING DELIVERY GOALS CHART#2002

Please check applicable box, & if Amendment, enter number

STRATEGIES FOR THE LOCAL HOUSING ASSISTANCE PLAN FOR STATE FISCAL YEAR:							2007/2008										
Name of Local Government: <b>LAFAYETTE COUNTY</b>							Available Funds:		\$350,000.00								
							A	B	C	D	E	F					
HOME OWNERSHIP STRATEGIES							New Construction	Rehab/Repair	Without Construction	Total	Total	Total					
VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total						
Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units						
Down Payment/Closing Costs-New	2	\$25,000	2	\$25,000	2	\$20,000	\$96,000.00	\$0.00	\$0.00	\$96,000.00	27.43%	6					
Down Payment/Closing Costs-Exist	0	\$25,000	2	\$25,000	3	\$20,000	\$0.00	\$20,000.00	\$0.00	\$20,000.00	22.86%	5					
Owner/Occupied Major Rehab	2	\$30,000	2	\$30,000	0	\$30,000	\$0.00	\$60,000.00	\$0.00	\$60,000.00	28.57%	4					
Emergency Repairs	6	\$7,500	0	\$7,500	0	\$7,500	\$0.00	\$39,000.00	\$0.00	\$39,000.00	11.14%	6					
Disaster Mitigation/Recovery	0	\$5,000	0	\$5,000	0	\$5,000	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0					
Housing Replacement	1	\$50,000	1	\$50,000	0	\$0	\$100,000.00	\$0.00	\$0.00	\$100,000.00	0.00%	2					
0	0	\$0	0	\$0	0	\$0	\$0.00	\$0.00	\$0.00	0.00%	0						
0	0	\$0	0	\$0	0	\$0	\$0.00	\$0.00	\$0.00	0.00%	0						
<b>Subtotal 1 (Home Ownership)</b>	<b>10</b>	<b>\$0.00</b>	<b>6</b>	<b>\$0.00</b>	<b>5</b>	<b>\$0.00</b>	<b>\$96,000.00</b>	<b>\$219,000.00</b>	<b>\$0.00</b>	<b>\$315,000.00</b>	<b>90.00%</b>	<b>23</b>					
RENTAL STRATEGIES							New Construction	Rehab/Repair	Without Construction	Total	Total	Total					
VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total						
Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units						
									\$0.00	0.00%	0						
									\$0.00	0.00%	0						
									\$0.00	0.00%	0						
									\$0.00	0.00%	0						
									\$0.00	0.00%	0						
<b>Subtotal 2 (Non-Home Ownership)</b>	<b>0</b>		<b>0</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>0</b>						
Administration Fees									\$35,000.00	10.00%							
Admin. From Program Income										0.00%							
Home Ownership Counseling										0.00%							
										0.00%							
<b>GRAND TOTAL</b>										<b>0.00%</b>							
Add Subtotals 1 & 2, plus all Admin. & HO Counseling	10		6			\$96,000.00	\$219,000.00	\$0.00	\$350,000.00	100.00%	23						
Percentage Construction/Rehab									Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.			90%					
Maximum Allowable																	
Purchase Price:									New	\$180,000	Existing	\$180,000					
Allocation Breakdown									Amount		%		Projected Program Income:		Max Amount Program Income For Adm		\$0.00
Very-Low Income									\$117,000.00	33.4%		Projected Recaptured Funds:					
Low Income									\$118,000.00	33.7%		Distribution:		\$350,000.00			
Moderate Income									\$80,000.00	22.9%		Total Available Funds:		\$350,000.00			
<b>TOTAL</b>									<b>\$315,000.00</b>	<b>90.0%</b>						24-Apr-08	

BOOK 28 PAGE 320

**Lafayette County**  
**State Housing Initiatives Partnership (SHIP) Program**  
**LOCAL HOUSING ASSISTANCE PLAN**  
**State Fiscal Years 2005/2006; 2006/2007; 2007/2008**

**I. PROGRAM DESCRIPTION**

A. Participating Local Government:

Lafayette County  
P. O. Box 88  
Mayo, Florida 32066

Administered by:  
Suwannee River Economic Council, Inc.  
P. O. Box 70  
Live Oak, Florida 32064

- B. Lafayette County plans to continue the implementation of this Local Housing Assistance Plan in an effort to produce and preserve affordable housing in Lafayette County and to further the housing element of the local government comprehensive plan specific to affordable housing. This plan will follow the guidelines set in Chapter 67-37, Florida Administrative Code and Section 420.907-9079, Florida Statutes. The Plan is designed with four basic housing strategies aimed to enhance housing affordability for very low, low and moderate income families. Down payment/closing cost assistance is available to purchase existing structures with some rehabilitation, for new construction of affordable housing, or major rehabilitation to existing owner-occupied units. Emergency repairs will be made to existing owner-occupied units whose owner is in the very low income category. An optional fifth strategy is also incorporated to provide disaster mitigation/recovery assistance in the event of a presidential or state declared natural disaster.

In accordance with Chapter 67-37-014, *Florida Administrative Code*, neither Lafayette County, its staff or agents, nor consultants shall discriminate on the basis of race, creed, color, religion, age, sex, marital or familial status, national origin, or handicap in the selection of recipients of contracts or assistance under the SHIP Program.

- C. This Housing Assistance Plan covers state fiscal years 2005/2006; 2006/2007 and 2007/2008.
- D. A public hearing was held to receive comment on the Housing Assistance Plan prior to review by the Housing Partnership Task Force.
- E. Suwannee River Economic Council, Inc. will provide a Housing Counselor to instruct participants in the responsibilities of homeownership, credit counseling, etc.

Additional support services administered by Suwannee River Economic Council, Inc. that are available to SHIP recipients include:

- Community Service Block Grant
- Low Income Home Energy Assistance Program
- United States Department of Agriculture Commodities
- Aging Programs
- Weatherization Programs
- USDA Rural Development / Housing Preservation

- F. This plan will follow the guidelines set in Chapter 67-37, Florida Administrative Code and Section 420.907-9079, Florida Statutes. The Plan is designed with four basic housing strategies aimed to enhance housing affordability for very low, low and moderate income families. Down payment/closing cost assistance is available to purchase existing structures with some rehabilitation, for new construction of affordable housing, or major rehabilitation to existing owner-occupied units. Emergency repairs will be made to existing owner-occupied units whose owner is in the very low income category. An optional fifth strategy is also incorporated to provide disaster mitigation/recovery assistance in the event of a presidential or state declared natural disaster.
- G. The Plan will meet all expectations and requirements of the Local Comprehensive Plan to further the housing element, goals, policies and objectives.
- H. The purchase price or value of new or existing homes may not exceed \$180,000.00 (one hundred eighty thousand dollars. This meets the requirements that the maximum sales price be less than 90% of the median after purchase price. Florida Housing Finance Corporation's Bond Study Numbers was used to determine this maximum sales price.

## II. INTERLOCAL AGREEMENT

Not Applicable

## III. LOCAL HOUSING PARTNERSHIPS

- A. The Lafayette County Commission continues to maintain an active Housing Partnership Task Force. The Task Force involves the county, municipality, lending institutions, housing developers, and builders. Community-Based housing and service organizations, real estate professionals, advocates for low income persons, and providers of professional services relating to affordable housing. The Task Force Membership, to the greatest extent possible, consists of full representation from both the public and private sector. Any representative

changes in the Task Force shall be reciprocated with an individual with similar interests.

The Housing Partnership Task Force reviews the SHIP Program and makes recommendations to the Commission regarding the LHAP. The Task Force has successfully implemented the first years of funding and will oversee the implementation of the next three years of funding. The Task Force may be increased in the future and assume other responsibilities.

- B. Housing costs are significantly reduced by leveraging SHIP awards with the Weatherization Program, Low Income Emergency Home Repair Program, USDA Rural Development Program, and CDBG. These programs all work well together to further the improvement of the affordable housing stock.

#### IV. LOCAL HOUSING ASSISTANCE STRATEGIES

##### 1. STRATEGIES

##### 1) STRATEGY 1: Down Payment/Closing Cost Assistance For The Purchase Of Newly Constructed Homes.

- A. SHIP funds will be made available for down payment/closing cost assistance for the purchase of newly constructed affordable housing units.
- B. This Housing Assistance Strategy covers state fiscal years 2005/2006; 2006/2007; and 2007/2008.
- C. Strategies with down payment/closing cost assistance for affordable housing are available to very low, low and moderate income eligible households. The combined household annual gross income of an applicant shall not exceed SHIP Program limits. The purchase price or value of new homes may not exceed \$180,000.00 (one hundred eighty thousand dollars). The average and maximum amount of the award is \$25,000.00 (twenty-five thousand dollars) for low and very low income clients and \$20,000.00 (twenty-thousand dollars) for moderate income clients.
- D. Selection criteria for Housing Assistance Strategy 1 will be on a first come/first ready basis, contingent upon first mortgage commitment. Additional prerequisites include income verification and certification. However, due to previous years activity, a waiting list exists in which new applicants are placed upon and served in succession.
- E. A lien will be placed on the property containing recapture provisions. The recapture provisions for the Down/Payment Closing Cost Programs are ten-year, deferred, non-interest loans which are forgiven proportionately.

The loan may be automatically forgiven at a reduction rate of 10% increments of the original loan each year for a period of ten years. At which time, the loan is totally forgiven. The SHIP recipient must repay the prorated loan amount if they sell, transfer title, otherwise disposed of, if the owner shall die or fail to meet the ten year occupancy requirement. In the event the owner should die, this strategy allows assumption by income eligible heirs.

In the event of a refinancing request, the Committee will review the terms of the new loan and based on the following criteria, will recommend subordination to the County Commission, who make the ultimate decision:

- a) The new loan must not be greater than the original loan obtained to acquire the home;
- b) The interest must be the same or less than the original interest rate;
- c) Payments must still meet the Home Ownership Affordability criteria; and
- d) Payment may be no higher than the original payments, unless the term is being reduced (Home Ownership Affordability criteria must still be met).

F. Leveraging Resources: USDA Rural Development and HOME may be utilized if funding is secured.

**2) STRATEGY 2: Down Payment/Closing Cost Assistance For The Purchase Of Existing Homes Which Will or Have Received Some Rehabilitation To Correct Code Deficiencies, Health And Safety Issues and/or To Increase Energy Efficiency.**

- A. SHIP funds will be made available for down payment/closing cost assistance for the purchase of existing homes which will or have received some rehabilitation to correct code deficiencies, health and safety issues and/or to increase energy efficiency. Rehabilitation shall be completed either within one year immediately preceding the date of conveyance of title (i.e., closing) or within 24 months of the close of the applicable State fiscal year.
- B. This Housing Assistance Strategy covers state fiscal years 2005/2006; 2006/2007; and 2007/2008.
- C. Strategies with down payment/closing cost assistance for affordable housing are available to very low, low and moderate income eligible households. The combined household annual gross income of an applicant shall not exceed SHIP Program limits. The purchase price or value of existing homes may not exceed \$180,000.00 (one hundred eighty thousand



dollars). The amount of the award is not to exceed \$25,000.00 (twenty-five thousand dollars) for low and very low income clients and \$20,000.00 (twenty-thousand dollars) for moderate income clients. The amount of rehab is established by the inspector's report, then the remaining funds are used for down payment/closing costs, not to exceed \$25,000.00 (twenty-five thousand dollars) for low and very low income clients and \$20,000.00 (twenty-thousand dollars) for moderate income clients.

- D. Selection criteria for Housing Assistance Strategy 2 will be on a first come/first ready basis, contingent upon first mortgage commitment. Additional prerequisites include income verification and certification. However, due to previous years activity, a waiting list exists in which new applicants are placed upon and served in succession.
- E. A lien will be placed on the property containing recapture provisions. The recapture provisions for the Down/Payment Closing Cost Programs are ten-year, deferred, non-interest loans which are forgiven proportionately. The loan may be automatically forgiven at a reduction rate of 10% increments of the original loan each year for a period of ten years. At which time, the loan is totally forgiven. The SHIP recipient must repay the prorated amount of the loan if they sell, transfer title, otherwise disposed of, if the owner shall die or fail to meet the ten year occupancy requirement. In the event the owner should die, this strategy allows assumption by income eligible heirs.

In the event of a refinancing request, the Committee will review the terms of the new loan and based on the following criteria, will recommend subordination to the County Commission, who make the ultimate decision:

- a) The new loan must not be greater than the original loan obtained to acquire the home;
  - b) The interest must be the same or less than the original interest rate;
  - c) Payments must still meet the Home Ownership Affordability criteria; and
  - d) Payment may be no higher than the original payments, unless the term is being reduced (Home Ownership Affordability criteria must still be met).
- F. Leveraging Resources: Weatherization, LIHEAP Weatherization, USDA Rural Development, and CDBG. Home may be utilized if funding is secured.

**3) STRATEGY 3: Major Rehabilitation Of Owner/Occupied Housing Units For Very-Low And Low Income Eligible Categories To Correct Code Deficiencies, Health & Safety Issues and/or To Increase Energy Efficiency.**

- A. SHIP funds will be made available for major rehabilitation of owner/occupied homes to correct code deficiencies, health and safety issues and/or to increase energy efficiency. Rehabilitation will be provided to very low, low and moderate income eligible owner occupied applicants.
- B. This Housing Assistance Strategy covers state fiscal years 2005/2006; 2006/2007; and 2007/2008.
- C. Strategies with major rehabilitation for owner/occupied homes are available to very low, low and moderate income eligible households. The combined household annual gross income of an applicant shall not exceed SHIP Program limits. The amount of the award is not to exceed \$30,000.00 (thirty-thousand dollars).
- D. Selection criteria for Housing Assistance Strategy 3 will be on a first come/first serve basis, contingent upon proof of ownership. However, due to previous years activity, a waiting list exists in which new applicants are placed upon and served in succession.
- E. A lien will be placed on the property containing recapture provisions. The recapture provisions for major rehabilitation of owner/occupied homes are five-year, deferred, non-interest loans which are forgiven proportionately. The loan may be automatically forgiven at a reduction rate of 20% increments of the original loan each year for a period of five years. At which time, the loan is totally forgiven. The SHIP recipient must repay the prorated amount of the loan if they sell, transfer title, otherwise disposed of, if the owner shall die or fail to meet the five year occupancy requirement. In the event the owner should die, this strategy allows assumption by income eligible heirs.
- F. Leveraging Resources: Weatherization, LIHEAP Weatherization, USDA Rural Development, and CDBG. Home may be utilized if funding is secured.

**4) STRATEGY 4: Emergency Repairs Through The Weatherization Program As Administered By The Local Weatherization Provider to Correct Code Deficiencies and/or To Correct Health And Safety Issues.**

- A. SHIP funds will be made available for emergency repairs to correct code deficiencies and/or health and safety issues, that pose an immediate threat to the safety of the resident, through the Weatherization Program as administered by the local weatherization provider, pursuant to s. 409.509-

409.5093, F.S. Emergency repairs will be provided to very low income eligible owner occupied applicants only. Applications for emergency repairs will be ranked according to the following point criteria:

<b><u>Age of Applicant</u></b>		<b><u>Family Income</u></b>	
Over 60	6 points	AFDC or SSI Recipient	6 points
Children under 12	6 points	Below Poverty Level	6 points
		Previously served	-3 points per year*
<b><u>Health of Applicant</u></b>			
Handicapped	6 points		

\*Previously served client loses -3 points for every year served in the last 5 years.

Condition of the home will be as reported by the homeowner and confirmed by the estimator. Health of the applicant will be documented by a health professional.

It should be noted that only very low income owner occupied homes will be considered after ranking the applicants. The repairs will be done until the funds are exhausted. The normal weatherization procedure will be followed in accomplishing this task.

- B. The Housing Assistance Strategy covers state fiscal years 2005/2006; 2006/2007; and 2007/2008.
- C. This emergency repairs strategy is available to very low income eligible owner occupied applicants only. The combined household annual gross income of an applicant shall not exceed SHIP Program limits. The amount of this award is not to exceed \$7,500.00 (seven-thousand five hundred dollars). Funds available for this strategy are utilized to correct code deficiencies and/or health and safety issues that pose an immediate threat to the safety of the resident.
- D. Emergency repairs will be provided in the form of a grant to the eligible applicant.
- E. Leveraging Resources: Weatherization, LIHEAP Weatherization, USDA Rural Development, and CDBG. Home may be utilized if funding is secured.

**5) STRATEGY 5: Disaster Mitigation/Recovery**

- A. SHIP funds may be used in all areas of Lafayette County to provide emergency repairs to homes owned by very low, low and moderate income families in the aftermath of a "presidential or state declared natural disaster." Generally, such needs shall include, but not be limited to, interim repairs to avoid further damage to the homes of eligible families; tree and debris removal required to make individual housing units habitable by the eligible family; and post-disaster assistance with non-insured repairs to home. This optional strategy will be implemented only in the event of a declared natural disaster that directly impacts Lafayette County.
- B. This Housing Strategy covers state fiscal years 2005/2006; 2006/2007; and 2007/2008.
- C. Strategies with disaster mitigation/recovery assistance are available to very low, low and moderate income eligible owner occupied homes. The combined household annual gross income of an applicant shall not exceed SHIP Program limits. The maximum amount of the award shall not exceed \$5,000.00 (five-thousand dollars).
- D. Assistance will be provided on a first come/first ready basis following the declaration of the natural disaster. The strategy will be advertised annually along with notice of all SHIP strategies and resources, however, this strategy will be implemented only in the event of a declared natural disaster.
- E. Disaster Mitigation/Recovery assistance will be provided in the form of a grant to the eligible applicant.
- F. Leveraging Resources: Weatherization, LIHEAP Weatherization, USDA Rural Development, and CDBG. Home may be utilized if funding is secured.

**6) STRATEGY 6: Housing Replacement****A. Brief Description:**

SHIP funds will be made available on a one-time basis for low and very low income eligible families, to demolish and replace existing housing units with affordable new construction houses when dwelling is beyond rehabilitation and repair.

B. Applicable State Fiscal Years:

2007/2008

C. Beneficiaries:

Families must have homes that are classified as un-repairable and not be eligible for any other SHIP strategy. The family's income cannot exceed 80% of the median income, very low, and low income levels. The maximum SHIP cost per unit is \$50,000.

D. Applicant Selection Criteria:

Assistance will be provided to those qualified with local CDBG and approved by income qualifications and local loan committee.

E. Form of SHIP Assistance and Recapture:

Deferred Payment Loan secured by first (1<sup>st</sup>) mortgage (and note (typical)) that is forgivable at the end of twenty (20) years. The loan is at zero (0%) interest and requires no monthly payments. The family must repay the loan if they sell, transfer title or fail to meet the 20 year client occupancy requirement. Required repayment rate is prorated at 5% increments for each year remaining left in the agreement. If the property is sold, the loan becomes due and payable in full. If the title is transferred, the loan becomes due and payable in full with the following exceptions:

- 1) An Income eligible heir who is going to make the house their primary residence, the loan can be extended to them.

F. SHIP Leveraging Resources:

CDBG

## 2. LOCAL HOUSING INCENTIVE STRATEGIES

Due to the rural nature of this community, regulatory barriers are not an issue. The Lafayette County Board of County Commissioners adopted the Affordable Housing Incentive Plan on March 27, 1995 by Resolution No. 95-R-1 amending the Resolution 94-S-1. The Plan includes the following Local Housing Incentive Strategies:

**1) INCENTIVE 1: The adoption of expedited processing of permits for Affordable Housing Projects.**

- A. The current permitting process for Lafayette County should be retained until the case load increases to such a degree that a backlog is experienced. The County believes that a backlog would be experienced when more than 200 permits are issued per year. In accordance with the Policy of the Housing Element of the County's Comprehensive Plan, this includes the continued refining and streamlining of the existing development approval process, plus expedited plan reviews and inspections, explanatory brochures and computer programs to further refine the existing one-stop permitting and development review process and reduce the financing cost for developers.

The County takes all steps necessary not to delay the review of affordable housing developments, and should review delays begin to occur, the County institutes the practice of reviewing the affordable housing development first. This will occur when more than 200 permits are received per year.

- B. On March 27, 1995, Lafayette County adopted Resolution No. 95-R-1 amending Resolution No. 94-S-1 creating an expedited permitting process.
- C. No delays have been experienced in Lafayette County's permitting procedures.

**2) INCENTIVE 2: The adoption of an ongoing process of review by which the County considers, before adoption, policies, procedures, ordinances, regulations, or plan revisions, that have a significant impact on the cost of housing.**

- A. The current ongoing process of review allows the county to review any policy, procedure, ordinance, regulation, or plan revision that may increase the cost of housing prior to its adoption.
- B. On March 27, 1995, Lafayette County adopted Resolution No. 95-R-1 amending Resolution No. 94-S-1, providing a ongoing process of review of any policy, ordinance, comprehensive plan, building regulation or procedure which may significantly impact the cost of housing.
- C. The County Building Department has the responsibility of performing the review procedure. The staff review the action and prepare a written report with recommendations prior to the adoption of the plan. The staff's review will consider the following:

- a) Will the action increase the cost of development? If so, approximate cost. Explain how increased cost is worth negative impact on housing cost.
- b) Will the action increase the time of approval? If so, how does benefit of this increase in approval time compare with the impact on housing costs?
- c) Does the action increase the long term development cost? If so, how do the increased cost compare with the benefits of the action?

D. According to the Building Department Director, there are no new ordinances or policy changes which might effect the cost of housing.

## V. TIMELINE OF EXPENDITURE

See Attached.

## VI. AFFORDABILITY

### A. Home Ownership

1. For use in the determination of client eligibility, income limits which are adjusted for family size shall be those published annually by the United States Department of Housing and Urban Development and distributed by the Florida Housing Finance Corporation. The total annual anticipated gross household income that does not exceed 50%, 80% and 120% of the median annual income adjusted for family size for households within the county shall be respectively referred to as very low income, low income, and moderate income. Household income is determined by projecting the prevailing rate of income for all adults in the household as the amount of income to be received in a household during the 12 months following the effective date of determination.
2. The maximum monthly mortgage payment, including taxes and insurance (PITI), shall not exceed 30 percent of the area's median gross income for the household adjusted by family size. Housing for which a household devotes more than 30 percent of its income shall be deemed affordable if the institutional first mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30 percent benchmark.
3. The purchase price or value of new or existing homes may not exceed \$180,000.00 (one hundred eighty thousand dollars).

**B. RENTAL**

There is no rental program

**VII. ADVERTISEMENT AND OUTREACH**

- A. Applications for SHIP services will be received after an advertisement period of at least (30) days prior to the beginning of an application period, pursuant to Chapter 67-37.005, *Florida Administrative Code*, and a public awareness campaign of posters and flyers distributed through the USDA commodity program administered by and through Suwannee River Economic Council, Inc.'s outreach office. (This does not preclude anyone from submitting an application anytime during the program year.)
- B. Advertisement of the availability of the Housing Assistance Plan will occur at least 30 days before the beginning of the application period in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods. The advertisement includes the amount of the distribution projected to be received from the state for the fiscal year; the beginning and end date, if applicable, or the application period; and provide the name of the local plan contact person and other pertinent information including where applicants may apply for assistance.

**VIII. ADMINISTRATIVE EXPENSES**

- A. Suwannee River Economic Council, Inc. will continue to administer the SHIP Program for state fiscal years 2005/2006; 2006/2007; and 2007/2008. Suwannee River Economic Council, Inc. will be responsible for program planning and design; SHIP LHAP and amendment thereto; coordination with the County administration and elected officials; coordination between the County SHIP Program administrators and fiscal officers; liaison with FHFC; staff support for the Local Housing Partnership; media relations; development of request for proposal documents; development of project specific contract, loan and security, and participant compliance documents; SHIP Program orientation and training for participating lenders, agencies and community groups; contract implementation, monitoring and oversight concerning individual SHIP strategies; fiscal management and monitoring concerning SHIP payments on behalf of participants or agencies; preparation of required reports; file maintenance and eligibility documentation for FHFC monitoring and/or compliance audit(s); participation in SHIP training activities; and, handling public participation activities.
- B. The percentage of funds to be used for administration of the SHIP Program will be a maximum of ten percent (10%) of the total funds received for each fiscal year.



C. The estimated Budget for Administration for each state fiscal year for 2005/2006; 2006/2007; and 2007/2008 is as follows. If the allocation rises or falls, the ratios will remain the same:

Line Item	FY 2005/2006	FY 2006/2007	FY 2007/2008
Lafayette County Administration Budget	\$35,000.00	\$35,000.00	\$35,000.00
Consultant Services (SREC, Inc.)	17,500.00	17,500.00	17,500.00
County Personnel	14,000.00	14,000.00	14,000.00
Audit	2,000.00	2,000.00	2,000.00
Legal	1,500.00	1,500.00	1,500.00

**IX. CERTIFICATION PAGE**

See Attached.

**X. ADDITIONAL REQUIRED INFORMATION**

A. Resolution Attached.

Contract County:

Lafayette

## AGREEMENT FOR

## E911NET

## Check Participants and Users

## 911 CALL ROUTING FOR FLORIDA PUBLIC SAFETY

THIS AGREEMENT is entered into, by and between various counties in the State of Florida, (hereinafter referred to as the "E911Net Participants"), and the Lafayette County E911, a county of the State of Florida with headquarters at 164 NW Crawford ST Mayo, Florida (hereinafter referred to as the "User").

## THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

- A. WHEREAS, the County E911 Systems are vulnerable to a wide array of failures, disasters, and other emergencies which includes emergency E911 operation conditions caused by system failures, and
- B. WHEREAS, the participating agencies desire to improve the 911 capability and the coordination of the County's and State of Florida E911 System and its local and county agencies of governments to respond to E911 system failures; and
- C. Whereas, the individual Board of County Commissioners are authorized by law and the State 911 Plan to operate and regulate the E911 System and;
- D. Whereas, Board of County Commissioners facilitate public safety answering point agencies' requests to participate in the information services provided on E911Net, provided the User agrees to abide by applicable federal and state laws; administrative code, and all policies, procedures and regulations related to these systems; and
- E. Whereas, E911Net Participating Counties retain full control over the management and operation of E911Net; and
- F. WHEREAS, the participating agencies recognize the need and benefits to having and maintaining a functional networking system for E911 call handling and transfer; and
- G. WHEREAS, the Counties provide assistance to improve the disaster response

capabilities of local governments; and

- H. WHEREAS, the User represents that it is fully qualified and eligible to receive and to provide the E911 services identified herein.

Therefore, in consideration of the mutual benefits to be derived from this Agreement, the E911Net Participants and the User do hereby agree as follows:

- A. Use of the E911Net and any system accessed via the E911Net is restricted to the operation of E911 call routing and data transfer or as otherwise specifically authorized or required by the E911 plan and/or Florida Statutes.
- B. Information obtained from the system files, or computer interfaces to other county systems, by means of access granted through E911Net, can only be used for authorized purposes in compliance with E911 rules, regulations and operating procedures, and state and federal law. It is the responsibility of the User to insure access to E911Net is for authorized purposes only, and to regulate proper use of the network and information at all times. Users must establish appropriate written standards, which may be incorporated with existing codes of conduct, for disciplining violators of this and any incorporated policy.
- C. Users that provide an interface between E911Net and other criminal justice agencies must abide by all of the provisions of this agreement. Agencies that access E911Net systems by interfacing through other agencies must, likewise, abide by all provisions of this agreement. A User Agreement is required when access to E911Net is provided by the User to another agency.

By accepting access as set forth above, the User agrees to adhere to the following to ensure continuation of access:

A. SCOPE OF WORK

- a. The User shall fully perform the obligations required to participate in an E911 mutual aide and communications system. The sharing of which will enable all participants to handle emergency 911 calling, accomplish interoperability, inter-agency

communications, and system-wide emergency call taking, call handling and call transfer in emergency situations.

- b. The User shall assist in the creation and maintenance of any database or databases necessary to build and maintain the network(s).
- c. The participating agencies shall agree upon set measures for both alternate and default routing of E911 calling when system or network failures occur during normal operating periods or in times of emergency. The definitions of each shall use the accepted State 911 Plan and National Emergency Number Association (NENA) prescribed definitions.
- d. Deployment of an E911Net system requires appointment of an individual who can coordinate installation activities at the User's location. The User shall be responsible for assuring the availability of an individual for this purpose. The User will respond in a timely manner to project issues.

#### B. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the E911Net Participants and the user shall be governed by applicable State and Federal laws, rules and regulations and the State of Florida 911 Plan.

#### C. SYSTEM NETWORK AND EQUIPMENT

Each E911Net Participant agrees to accept responsibility for all equipment purchases and maintenance needed to provide connections as well as an agreed-upon percentage of the systems network costs including but not limited to:

- a. E911 Gateway Unit (may be shared with other centers at the same location)
- b. Interface modules to E911 systems
- c. Security/firewall devices to E911 systems
- d. Telecommunications lines to SUNCOM/MyFloridaNet network with associated router

#### D. PERIOD OF AGREEMENT

This Agreement shall begin upon execution by two participating agencies and shall continue unless terminated earlier in accordance with the provisions of this Agreement.

**E. MODIFICATION OF CONTRACT**

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each of the participating agencies hereto, and attached to the original of this Agreement.

**F. RECORDKEEPING**

All records, including supporting documentation of any additional terms and conditions pertaining to records, and all terms and conditions shall be maintained by the User.

**G. LIABILITY**

- a. User agrees to be fully responsible to the extent provided by Section 365.171, Florida Statutes, for the negligent acts or omissions or tortuous acts which result in claims or suits and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any User to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any contract related to this Agreement.
- b. The participating agencies hereto and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party and each party shall hold the other party harmless from and shall defend the other party and its officers and employees against any claim for damages resulting there from.
- c. All privileges and immunities from liability, exemptions from laws, ordinances, and rules, and all pensions and relief, disability, worker's compensation, and other benefits which apply to the activity of officers or employees of either party when performing their respective functions within the territorial limits of their respective agencies shall apply to the same degree and extent to the performance of such

functions and duties extra-territorially pursuant to the Agreement.

- d. Except as herein otherwise provided, all liability for injury to personnel, and loss or damages to equipment shall be borne by the agency employing such personnel and owning or having a percentage interest in such equipment, and all participating agencies shall carry sufficient insurance to cover all such liability.

#### H. NOTICE AND CONTACT

- a. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery, by e-mail with delivery receipt confirmed, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.
- b. Since this agreement is entered into, by and between various counties in the State of Florida, the Statewide 911 Coordinator shall serve as the information collection and distribution point. The agreements shall also serve as notification of a change to the County 911 Plan in accordance with the State 911 Plan. All communications, written or oral, by the E911Net Participants relating to this Agreement shall be directed to the:

Statewide 911 Coordinator  
Department of Management Services  
4030 Esplanade Way, Suite 160C  
Tallahassee, Florida 32399-0950  
Telephone: 850-921-0041  
Fax: 850-922-5313

The current Statewide 911 Coordinator for this Agreement is Wink Infinger. He can be contacted for technical assistance relating to this Agreement at the above address, or e-mail [wink.infinger@dms.myflorida.com](mailto:wink.infinger@dms.myflorida.com).

- c. The name and address of the Representative of the User responsible for the

administration of this Agreement is:

Contact Name: Donnie E. Land

Agency Name: Lafayette County Public Safety

Street Address: 120 W. Main St.

City, State, Zip Code: Mayo, FL 32066

Office: (386) 294-4178

Fax: (386) 294-4322

Email: [lafayette911@windstream.net](mailto:lafayette911@windstream.net)

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, address, telephone, fax and e-mail of the new Representative will be rendered to the Statewide 911 Coordinator as provided above.

#### I. TERMS AND CONDITIONS

The Agreement contains all the terms and conditions agreed upon by the participating agencies.

##### a. TERMINATION

This Agreement may be terminated by the written mutual consent of the participating agencies. Either party may terminate this Agreement, with or without cause, upon providing advanced written notice of 45 days. Termination for cause includes, but is not limited to, any change in the law that affects either party's ability to substantially perform as originally provided in this Agreement. Should the aforementioned circumstances arise, either party may terminate or modify the Agreement accordingly. In addition, the User has the option to unilaterally terminate this Agreement. All equipment purchased by the participating agency shall remain the property of the participant; however, any jointly owned network hardware, software, or database information shall remain the property of the remaining participating agencies.

##### b. EFFECT

Nothing in this Agreement is intended or is construed as any transfer or contracting

away of the powers or functions of one (1) party to the other(s).

**c. DISSEMINATION**

Information obtained from the E911Net and computer interfaces to other county systems can only be used for E911 purposes and are subject to confidentiality requirements, pursuant to Florida Statutes §365.171 (12), and must be kept in a secure records environment to prevent unauthorized access.

**d. MODIFICATIONS:**

Modifications to the provisions in this Agreement shall be valid only through execution of a formal Agreement amendment.

**e. ACCOUNTABILITY**

To the extent provided by the laws of Florida, the User agrees to be responsible for the negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered into or through E911Net.

**f. RELOCATION**

Should the User desire to relocate the data circuit(s) and/or equipment connected to E911Net, the User must provide written notice 90 days in advance of the projected move. All costs associated with the relocation of the equipment and the data circuit(s), including delays in work order dates, will be borne by User.

**g. PROVISIONS INCORPORATED**

The User shall be bound by applicable federal and state laws, federal regulations. Moreover, this Agreement incorporates both present and future law, regulations and rules.

**J. SECURITY REQUIREMENTS**

Each agency must ensure compliance with the Security Policy and the rules, regulations, policies and procedures established for E911Net, which include but are not limited to the following requirements. By accepting access as set forth above, the agency agrees to adhere to the following security policies in order to ensure continuation of that access:

**a. PERSONNEL BACKGROUND SCREENING and POLICY FOR DISCIPLINE:**



The User is required to conduct a background investigation on all 911 call takers, programmers, consultants, other persons employed or utilized to effectuate access to or initiate transmission of E911Net information, and custodial, support, and/or contractor personnel accessing workstation areas unescorted by authorized personnel. Good management practices dictate the investigation should be completed prior to employment, but must, at a minimum, be conducted within the first thirty (30) days of employment or assignment.

Before the background is completed, the following requirements must be met:

- a). The User must submit applicant fingerprints for positive comparison against the state and national criminal history.
- b). If a record of any kind is found, the User will not permit the operator to have access to the system nor access workstation areas.
- c). When identification of the applicant has been established by fingerprint comparison and the applicant appears to be a fugitive, have pending criminal charges; have an arrest history for a felony or serious misdemeanor; have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any felony or serious misdemeanor; or to be under the supervision of the court, the User will refer the matter to the appropriate law enforcement agency for review.
- d). Applicants who have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to a felony, will generally be denied access to the E911Net. Access will also generally be denied to any person with pending charges or who is under court supervision in relation to a criminal offense.
- e). Each agency must have a written policy for discipline of personnel who access E911Net for purposes that are not authorized, disclose information to unauthorized individuals, or violate the rules, regulations or operating procedures.

**b. PHYSICAL SECURITY**

The User will determine the perimeter for the physical security of devices that access or

provide access to E911Net. Access shall be limited as to allow completion of required duties. The User must have a written policy that ensures and implements security measures, secures devices that access E911Net and prevents unauthorized use or viewing of information on these devices. The User will allow only properly screened, authorized personnel performing E911 functions to have access to information contained within the E911Net or other County E911 information system files.

**c. ADMINISTRATIVE SECURITY**

Each agency utilizing information services provided through E911Net must designate individual agency contacts to assist the E911Net Participants with the information services covered by this agreement.

**d. TECHNICAL SECURITY**

All E911 calls transmitted over any public network segment must be encrypted as required by the E911 Security Policy.

**e. DOCUMENTATION OF NETWORK CONFIGURATION**

The User must maintain, in current status, a complete topological drawing, which depicts the User's network configuration as connected to E911Net. This documentation must clearly indicate all network connections, service agencies and interfaces to other information systems,

**f. E911NET CONNECTIVITY**

The User will ensure only authorized criminal justice agencies or public safety agencies access to the E911Net via the User's E911Net connection.

**g. VIRUS PROTECTION SOFTWARE**

The User must ensure all devices with connectivity to E911Net employ virus protection software and such software shall be maintained in accordance with the software vendor's published updates.

**h. COMPUTER SECURITY INCIDENT RESPONSE CAPABILITY**

The User must have a written policy documenting the actions to be taken in response to a

possible computer security incident. The policy should include identifying, reporting, investigating and recovery from computer security incidents. The User will immediately notify E911Net users of any suspected compromise of the E911Net.

ACKNOWLEDGEMENT: The User hereby acknowledges the duties and responsibilities as set out in this Agreement. The User acknowledges that IN WITNESS HEREOF, the participating agencies hereto have caused this agreement to be executed by the proper officers and officials.

User: Lafayette County

By: T. Jack Byrd

Name: T. Jack Byrd, Chairman

Title: Lafayette County Board of County Commissioners

Date: 4/28/08

Witness: [Signature]

Title: CLERK OF COURT  
LAFAYETTE COUNTY



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

LAST NAME—FIRST NAME—MIDDLE NAME <b>THOMAS E. PRIDGEON, JR.</b>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <b>LAFAYETTE BOARD OF COUNTY COMMISSIONERS</b>	
MAILING ADDRESS <b>CR : 300</b>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY <b>MAYO</b>	COUNTY <b>LAFAYETTE</b>	<input type="checkbox"/> CITY	<input checked="" type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED <b>4   28   08</b>		NAME OF POLITICAL SUBDIVISION: <b>LAFAYETTE COUNTY</b>	
		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, THOMAS E. PRIDGEON, JR., hereby disclose that on 4/28, 20 08:

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

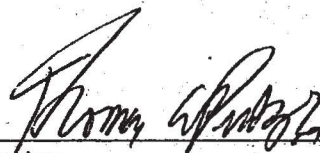
- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, \_\_\_\_\_;
- inured to the special gain or loss of my relative, \_\_\_\_\_;
- inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- inured to the special gain or loss of \_\_\_\_\_, 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 Garage was voted on and approved by the Commission.

4/28/08

Date Filed



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.