

Board of County Commissioners

Jefferson County, Florida

Stephen G. Fulford
District 1, Chair

John Nelson, Sr.
District 2

Hines F. Boyd
District 3

Betsy Barfield
District 4

Danny Monroe, III
District 5

Regular Session Agenda

February 17, 2011 at the Courthouse Annex
435 W. Walnut St. Monticello, FL 32344

1. **6:00 P.M. – Call to Order, Invocation, Pledge of Allegiance**
2. **Public Announcements, Presentations, & Awards**
 - a) **Jefferson County Schools Parental Involvement - Gloria Heath**
3. **Consent Agenda**
 - a) **Approval of Agenda**
 - b) **Minutes of February 3, 2011 Regular Session**
 - c) **Minutes of February 7, 2011 Workshop**
4. **Citizens Request & Input on Non-Agenda Items**
(3 Minute Limit, No Commissioner Discussion.)
5. **General Business**
 - a) **Memorandum of Understanding – FL Cooperative Extension Service**
 - b) **BP Oil Taxing Authority Contract Proposal – John Dailey**
 - c) **Ownership of Monticello Maintenance Yard – Drew Parker**
 - d) **Industrial Park Stormwater Issue – Scott Shirley**
 - e) **Proposed Community Development Resolution – Bill Tellefsen**
 - f) **Public Official Bond Issue – Commissioner Barfield**
 - g) **Yoder & Frey Auction Update**
 - h) **Information Institute/ Development & Implementation of Broadband Plan**
 - i) **Modular Construction – Commissioner Boyd/Wallace Bullock**
 - j) **Low-Income Senior Citizen Homestead Exemption Discussion**
 - k) **Private Dirt Road Repair Program – Roy Schleicher**
6. **County Coordinator's Report**
 - a) **Department Head Reports**
 - b) **Department Calendar**
 - c) **US Dept of Housing & Urban Development**
 - d) **Strategic Planning**
7. **Citizen's Forum**
(3 Minute Limit, Discussion Allowed.)
8. **Commissioner Discussion Items**
9. **Adjourn**

From the manual "Government in the Sunshine", page 40:

Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Kirk Reams
Clerk of Courts

Roy M. Schleicher
County Coordinator

Bird & Sparkman, P.A.
County Attorney

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR SESSION
February 03, 2011

The Board met this date in regular session. Present were Chairman Stephen Fulford, Commissioners Betsy Barfield, Hines Boyd, Danny Monroe and John Nelson. Also present were County Coordinator Roy Schleicher and Clerk of Court Kirk Reams.

1. Commissioner Barfield introduced Lynn Bannister with Senator Nelson's office. Ms. Bannister informed the Board she would be the primary contact for Jefferson County.
2. Property Appraiser Angela Gray representing the Jefferson County Schools Parent Involvement Committee invited the public to attend their meetings.
3. Property Appraiser Angela Gray along with former Property Appraisers Steve Walker and David Ward presented Jeannette Woodson with a plaque honoring her for 30 years of service.
4. On motion by Commissioner Monroe, seconded by Commissioner Barfield and unanimously carried, the Consent Agenda consisting of the approval of the agenda, the minutes of the January 20, 2011 Regular Session and the minutes of the January 24, 2011 Personnel Policy Workshop was approved.
5. On motion by Commissioner Nelson, seconded by Commissioner Barfield and unanimously carried, Commissioner Monroe was appointed as the county representative for the St. Marks River Preserve State Park.
6. Commissioner Barfield gave an example of receiving the personnel policy late and requested to receive workshop material in a timely fashion. Commissioner Boyd responded that it was important to maintain flexibility within the rules. Commissioner Nelson stated he would like to see public participation at the workshops. Commissioner Boyd responded that the Board needed a venue to talk amongst themselves informally. He stated that he would review the Rules of Procedure and bring back with any recommended revisions.
7. County Coordinator Roy Schleicher informed the Board that Road Superintendent David Harvey had attended an auction in order to investigate the potential cost of a used dump truck and dump trailer for increased hauling capacity. Commissioner Boyd stated that the budgeted line item was in place in order to avoid excessive private hauling costs experienced during the heavy spring rain season. Commissioner Monroe stated the need for more trucks. Commissioner Barfield asked if the Road Department was currently using dump trucks efficiently and stated she would like to look at the future possibilities of the mine before the Board moved forward. Chairman Fulford stated that no matter what happened to the mine, the county would still be hauling material in some capacity. County Coordinator Roy Schleicher informed the Board that a third dump truck would be used efficiently. On motion by Commissioner Boyd, seconded by Commissioner Monroe and unanimously carried, the Board gave its permission for Road Department personnel to attend the Yoder and Frey auction to purchase a dump truck and dump trailer.
8. John Dailey presented the Board with a contract proposal to represent the BOCC on any potential claims stemming from the BP oil spill. He informed the Board that his team of economic and legal professionals would analyze the impact on revenue streams and file any significant claims on the county's behalf. Mr. Dailey explained that this would be of no cost to the county because his group would work on a 20% contingency basis. Commissioner Barfield asked if all costs from analyzing the revenue streams would come out of any settlements, to which Mr. Dailey responded in the affirmative. Commissioner Nelson expressed his opinion that this was a "win-win" situation. Commissioner Boyd stated he had a philosophical problem with this proposal and he could not imagine what damage

the county could have suffered. Chairman Fulford stated his desire to have counsel review the contract proposal. On motion by Commissioner Nelson, seconded by Commissioner Monroe and unanimously carried, the Board tabled this matter to the next meeting.

9. Commissioner Barfield introduced the animal control ordinance discussion, explaining that Solid Waste/Animal Control Director Beth Thorne has had some issues in regards to collecting fines. It was Commissioner Barfield's opinion that the Board needed to take a look at the ordinance and shore it up in order to give Ms. Thorne the tools to do her job. County Attorney Buck Bird presented his recommended revisions to the current ordinance, consisting of fee changes and removing law enforcement from dangerous animal classification committees. Attorney Bird stated he would make the revisions and set the ordinance for a public hearing for the second meeting in March.
10. Chairman Fulford gave the Board an update on the North Florida Broadband Authority. He presented a proposal from Dr. McClure with Florida State University to assist Jefferson County in its plan for broadband capabilities. Cheryl Turner, representing Wilderness Coast Public Libraries, stated her support for the project and a desire to be included. Jefferson County Public Library staff member Natalie Binder concurred. Chairman Fulford asked the Board to consider the proposal and its \$20,000 cost and instructed County Coordinator Roy Schleicher to place this item on the next agenda.
11. County Coordinator Roy Schleicher introduced a proposal by Chief Matthews to surplus an older ambulance to North Florida Community College in exchange for training for his staff. Chief Matthews informed the Board that the classes were valued at \$5500 and would meet a continuing education requirement for his entire paid staff. On motion by Commissioner Boyd, seconded by Commissioner Monroe and unanimously carried, the Board approved this request.
12. Fire Chief Mark Matthews addressed the Board regarding Fire and Life Safety Inspections. He said that currently inspections were done by request with no avenue of enforcement if deficiencies were found. He further explained that the county ordinance consisted of "may" language, where referenced Florida Statute consisted of "shall" language. Attorney Bird responded that due to the lack of funds, the past Board did not feel it was in the position to take on the responsibility of inspections. Chief Matthews stated his concern with liability issues and also stated there was a lack of funding for a full-time inspector. He requested that the Board require annual inspections. A workshop on the issue was scheduled for March 17th.
13. On motion by Commissioner Boyd, seconded by Commissioner Monroe and unanimously carried, the meeting was extended.
14. Citizen Paul Henry stated a consumer science agent was not a place for government, but fire inspection was. He also commended County Coordinator Roy Schleicher and Fire Chief Mark Matthews for the use of funds to purchase the dump truck and training classes, respectively.
15. Chairman Fulford requested County Coordinator Schleicher to see if Attorney Shirley was making progress on the Code Enforcement Ordinance.
16. Commissioner Nelson announced a Gospel-fest at the old high school on Saturday, February 5th at 6 pm.
17. Commissioner Barfield stated her desire to see committee meetings and any information from Constitutional Officers published on the calendar on the county website.
18. Commissioner Monroe informed the Board that Anderson-Columbia desired to use South Salt Road to haul asphalt to a project on Highway 19. In exchange for

use of the roadway, Anderson-Columbia offered to repair any damage within 30 days of use and also donate asphalt millings if the county could haul them away from the job site. Commissioner Barfield stated her desire to have the county engineering firm (Preble-Rish) evaluate this matter.

19. Commissioner Boyd asked the Board to reconsider having a monthly workshop for discussions.
20. The warrant register was reviewed and bills ordered paid.
21. On motion by Commissioner Monroe, seconded by Commissioner Barfield unanimously carried, the meeting was adjourned.

Chairman

Attest: _____
Clerk

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
FIRE/EMS STATION WORKSHOP
February 7, 2011

The Board met this date for a workshop. Present were Chairman Stephen Fulford, Commissioners Betsy Barfield, Hines Boyd, Danny Monroe and John Nelson. Also present were County Coordinator Roy Schleicher, Clerk of Court Kirk Reams, and County Attorney Buck Bird.

1. Moderator Phil Calandra introduced the agenda for the workshop and asked each of the Board members what their expectations were for an outcome.
2. Commissioner Barfield stated she would like to listen to Chief Matthews regarding the needs and wants of his department. Commissioner Boyd said he thought the Fire/EMS living conditions were embarrassing for the county. He stated he felt there were some good solutions to fix the problems for both the short and long term. He also stated that he wanted to identify and agree on the needs today and solve the issues quickly. Commissioner Nelson stated that everything would come down to funding and he wanted to evaluate the wants of the department and see if the county could afford them. Commissioner Monroe said he did not want to rush a decision and wanted to do the best that the county could with the money available. Chairman Fulford stated his desire to look at the current situation and find the needs while coming to an agreement on the direction of the project.
3. Chief Matthews gave a presentation of the current living conditions and introduced three options to proceed. Option 1 was to improve the existing site; Option 2 was acquiring and renovating an existing structure; and Option 3 was building a new station at the Martin Road site. Chief Matthews stated the importance of keeping equipment under climate controlled conditions. He also said that he would need at least a 2-acre site. Chairman Fulford agreed that any solution should include sheltering of equipment. Commissioner Boyd stated that he would like to utilize pole barns to shelter low value equipment, to which Chief Matthews stated he would like to see that as a last resort. Chairman Fulford summarized the Board's desire to have frontline equipment climate controlled with minimal sheltering for backup equipment.
4. Commissioner Boyd stated his belief that the main issue was housing. Chief Matthews said that he would like to see housing for 12 with two beds per room. Assistant Coordinator John McHugh stated that six dorms would give the most gender flexibility. Commissioner Boyd stated that planning for every little emergency would drive the cost through the roof. Commissioner Boyd said he believed a good solution would be modular housing. Chief Matthews stated there could be potential drainage issues on the current site if more facilities were added.
5. Whatley Law, with M/Space, presented a proposal to the Board for a modular facility on the current site at approximately \$153,000. Commissioner Barfield asked about depreciation and hurricane/wind storm issues. Mr. Law responded that the facility would be brought in pieces and assembled and built to code requirements as a permanent facility. He said the building would have a 30 year life. Commissioner Barfield asked if this type of structure had been used as a headquarters for Fire/Rescue, to which Mr. Law responded that it had not. Commissioner Boyd stated that a future building for equipment was in the plan presented by Mr. Law and for around \$300,000 the county could have everything and solve the issues onsite. Commissioner Boyd felt this was an important benchmark by which to evaluate other alternatives.
6. Scott Sheffield, engineer with Preble-Rish, presented Option 2, which would be acquiring and renovating an existing facility in the county. As an example, he gave the Jefferson County School Board Administrative Building on Highway 90. Mr. Sheffield stated that renovation cost of facility would be approximately

\$722,000. This did not include the cost of obtaining the facility from the School Board. Commissioner Boyd commented that this alternative had a much higher cost than the two new facilities proposed by Mr. Law.

7. County Coordinator Roy Schleicher presented Option 3, which was a proposal to construct a new facility on the 4 acre site located at Martin Road and Highway 19. Mr. Schleicher stated that the parcel consisted of a combination of land that was owned and leased by the county. Engineer Scott Sheffield stated that construction of a 12,000 square foot facility would cost approximately \$930,000, with an additional \$175,000 for site work. Chairman Fulford stated he would like to see the project bid locally and build new if feasible.
8. Commissioner Barfield asked where the funding for the project would come from. Clerk of Court Kirk Reams responded that project funding would likely come from a combination of Fire Assessment reserves and borrowed funds. Commissioner Boyd stated his belief that there was a solution in place with modular option. Chief Matthews stated there would be a problem with disjointed facilities. Commissioner Boyd stated that other alternatives were over \$1 million and the modular option could be done without asking taxpayers for more money. Commissioner Nelson disagreed and stated that the Board needed to take time to look at the different types of facilities and construction types. Commissioner Barfield stated she was not sold on the modular option and that the county needed facilities that its employees could be proud of. Commissioner Monroe stated that a steel facility was a better investment than modular. Chairman Fulford said this was an excellent opportunity to investigate a new facility on a new site. He further said that the county's forefathers had invested in long-lasting county buildings and that the Board should do something for a community he felt was disjointed and lacking pride. Commissioner Boyd strongly disagreed and stated he did not believe a fire station is an example of how to bring a community together. Commissioner Nelson stated that if the Board built a facility that everyone was proud of, then the Commissioners had done their job.
9. County Coordinator Roy Schleicher summarized the Board's direction to evaluate the existing site and the proposed new construction site at Martin Road.
10. Moderator Phil Calandra listed future actions to be taken as follows: 1) look at other Fire/EMS facilities; 2) investigate site plans; 3) evaluate pro's and con's of both sites; 4) evaluate cost estimates. Coordinator Schleicher asked for Commissioner Nelson's assistance in setting up visits with other Fire/EMS Departments.
11. On motion by Commissioner Monroe, seconded by Commissioner Barfield unanimously carried, the meeting was adjourned.

Chairman

Attest: _____
Clerk

MEMORANDUM OF UNDERSTANDING

Between

Florida Cooperative Extension Service,
Institute of Food and Agricultural Sciences,
University of Florida Board of Trustees

And

The Board of County Commissioners
of _____ County, Florida

The purpose of this Memorandum of Understanding is to establish, articulate and enhance the collaborative relationship between the Florida Cooperative Extension Service, University of Florida-Institute of Food and Agricultural Sciences (hereinafter referred to as "EXTENSION SERVICE") and the Board of County Commissioners of _____ County, Florida (hereinafter referred to as "COUNTY"). This agreement states the desire of the EXTENSION SERVICE and COUNTY to work cooperatively to enhance the well being of the citizens of _____ County, each carrying out their agreed upon responsibilities. The EXTENSION SERVICE'S mission is to focus on contemporary issues and the needs of the people. It employs an interactive educational process involving the people in issue identification, priority setting, program delivery and impact assessment. The EXTENSION SERVICE and COUNTY will work together at all times to mutually assist the other, to the extent possible, to benefit _____ County residents.

The Florida Cooperative Extension Service was established as part of the University of Florida Institute of Food and Agricultural Sciences by Federal and State legislation for the

specific purpose of extending educational programs of the University of Florida to the people of the State of Florida on subjects relating to agriculture, horticulture, family and consumer science, 4-H and youth development, community and natural resource development, energy, sea grant and other programs that may be deemed appropriate. The EXTENSION SERVICE has been serving and meeting the needs of the residents of _____ County through a continuously operating program since 1920.

This collaborative arrangement between State Extension Services and County Governments exist throughout the United States. However, the details of the actual agreements are unique to each county to assure that local needs are properly addressed. Each Memorandum of Understanding is a resource that explains these details for the Florida Cooperative Extension Service and the respective Board of County Commissioners.

This Memorandum of Understanding establishes the responsibilities and relationships that exist between the EXTENSION SERVICE and COUNTY.

Cooperative Extension Agents hired by COUNTY and EXTENSION SERVICE shall hereinafter be referred to as "Extension Faculty".

Cooperative Extension Agents hired by County shall hereinafter be referred to as "Courtesy Extension Faculty"

The parties agree as follows:

A. Hiring County Extension Faculty

1. Extension and the Board will jointly agree on whether to fill vacancies in positions of County Extension Faculty.
2. Extension will establish minimum requirements and qualifications for the employment of County Extension Faculty.
3. Extension will receive and examine applications for employment for County Extension Faculty.
4. Extension will interview and screen applicants to determine their

qualifications and availability for employment as County Extension Faculty.

5. Extension will recommend to the Board qualified applicants for appointment to vacant or new County Extension Faculty positions in accordance with the provisions of Section 1004.37, Florida Statutes.

B. Salaries of County Extension Faculty

1. University and the County will each pay its own respective portion of all salaries for County Extension Faculty but will not be responsible for payment of the other party's portion.

2. Extension will determine the total amount of the starting base salary of each County Extension Faculty member.

3. Before hire, the Board and Extension will jointly agree on the portion of the base starting salary of each County Extension Faculty member that each party will pay. After initial hire, each party will determine future salary adjustments for its portion of the total salary, except with respect to promotion increases, which will be determined as set forth in paragraph B.4. Each party may, at its sole discretion, pay a bonus at any time to County Extension Faculty member(s), as a non-base salary increase, provided that such party will be solely liable for the payment of such bonus.

4. Extension will determine the total dollar amount of rank promotion salary increases for promotion to Agents II, III, and IV and a Special Pay Plan increase following every seven years of Agent IV status. The Board will pay that percentage of the rank promotion salary increase that is equivalent to the percentage of the County Extension Faculty member's salary the Board was paying immediately prior to the effective date of the increase. Extension will pay the remainder of the rank promotion salary increase.

C. County Extension Faculty Support by Extension

1. Extension will provide County Extension Faculty with official envelopes, bulletins (designed for free distribution), leaflets and other publications for educational purposes.
2. Extension will provide the leadership for administration and supervision of Extension programs and County Extension Faculty.
3. Extension will develop and administer a personnel management plan for County Extension Faculty that will provide for:
 - a. The annual review of each County Extension Faculty member's performance.
 - b. Counseling for job improvement where needed.
 - c. Periodic county program reviews.
4. Extension will provide State Extension Subject Matter Specialists to train County Extension Faculty in current technology and other changes affecting agriculture, family and consumer science, 4-H, community and natural resource development, energy and sea grant programs and to assist them in the conduct of work in these areas.
5. Extension will provide County Extension Faculty with training programs as appropriate to maintain effective program delivery.
6. Extension will develop and maintain a County Advisory Committee System to insure that county Extension programs are based on the particular needs of the people in the county.
7. Extension will provide funds for official travel expenses and per diem of County Extension Faculty for in-service training and for other out-of-county program development meetings selected by Extension.

D. County Extension Faculty Support by Board

1. The Board will provide office space and equipment, secretaries and other clerical personnel, utilities, telephone, office supplies, funding for official county travel (except as otherwise provided herein with respect to in-service training), demonstration materials and other items needed for efficient operation of the County Extension Office and program.
2. The Board will also confer and advise with the District and County Extension Directors and County Extension Advisory Committee relative to county Extension programs.

E. Office Policies

1. The policies established by the University of Florida in administering leave, including annual, sick, civil, holiday, and military leave, and regarding payment of unused annual and sick leave upon separation, shall apply to County Extension Faculty.
2. County policies will apply with respect to office hours and holidays for County Extension Faculty.
3. Extension and The Board will cooperate in maintaining a safe and comfortable workplace environment consistent with established workplace practices.
4. The parties to this Agreement will be jointly responsible for, and cooperate with each other in: accommodating all special needs participants during educational programs conducted through the Cooperative Extension Service. Except as provided in the foregoing sentence, Extension and the Board will remain separately responsible for compliance with the American Disabilities Act at their facilities and each remains responsible for providing access to any facility or building owned by such party in compliance with the American Disabilities

Act.

5. County Extension Faculty will not be classified under a county classification system.

F. Miscellaneous

1. This Memorandum of Understanding shall be amended only by written amendments, which must be signed by both parties.

2. Either party may terminate this agreement without penalty or cause by giving the other party at least six (6) months written notice of its intent to do so.

3. Extension is self-insured for worker's compensation, general liability and automobile liability through the State of Florida's Risk Management Trust Fund. Throughout the term of this Agreement, Extension will carry insurance that meets the requirements of Florida law applicable to state entities. As of the date of this Agreement, such insurance covers University employees and volunteers, as defined in Section 110.502, Florida Statutes.

4. The County will coordinate computer network access with Extension to ensure that all extension faculty and staff have access to University of Florida computer network resources. In an effort to mitigate the risks associated with such access from County's computer systems, Extension provides security management of such computer network resources for all those accessing such resources.

5. This agreement shall be effective on _____.

Sr Vice President
Institute of Food and Agricultural Sciences
University of Florida

Date

ENGAGEMENT AND CONTINGENCY FEE AGREEMENT

This AGREEMENT is made this _____ day of _____, 2010, by and between the _____ (“the Governmental Entity”) and the law firms of Weitz & Luxenberg, P.C., a New York professional corporation, Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, P.A., a professional corporation located in Pensacola, Florida, and Hinkle & Foran, P.A., a professional corporation located in Tallahassee, Florida (collectively "Special Counsel").

EVENT CAUSING HARM:

On April 20, 2010, the *Deepwater Horizon* (a semi-submersible Mobile Offshore Drilling Unit) exploded in the Gulf of Mexico, resulting in the death of eleven persons and injury to many others. Over the ensuing four months, it is estimated that more than 200 million gallons of petroleum were released into the Gulf of Mexico.

HARM CAUSED:

As a result of the Deepwater Horizon Incident, commercial seafood harvesting in much of the Gulf of Mexico was federally forbidden, and petroleum products began washing ashore along and near the Florida seashore. As a result of these events, tourism within the area of the Governmental Entity was (and continue to be) significantly reduced; commercial entities and occupations of every kind have experienced (and continue to experience) large reductions in revenue; and the market value of real estate in the impacted areas have declined. Each of these damages, among many other forms of injury resulting from the Deepwater Horizon Incident, has caused (and continues to cause) loss of revenue to the Governmental Entity.

NEED FOR PRIVATE COUNSEL

The Governmental Entity intends to pursue a cause of action against all parties potentially responsible for the Deepwater Horizon Incident (“Defendants”) to recover damages sustained (and to be sustained) by the Governmental Entity ("Litigation"). However, the Litigation likely will entail numerous complex factual and legal issues, and require the expenditure of substantial human and financial resources, the Governmental Entity is not in a position to expend or risk. Because of the immense allocation of resources necessary to properly undertake and pursue the Litigation, the Governmental Entity seeks to limit its exposure in such Litigation by retaining the services of Special Counsel to assist the Governmental Entity.

SCOPE OF SERVICES/CASE HANDLING

Special Counsel are retained to provide legal services to the Governmental Entity for the purpose of seeking any and all damages that the Governmental Entity is entitled to recover from the Defendants as a result of the Litigation.

_____, as the chief legal officer for the Governmental Entity ("Government Counsel"), is charged with representing the Governmental Entity in legal proceedings with respect to which it has an interest and will retain final authority over all aspects of the Litigation, and Special Counsel shall report to and abide by the directions of Government Counsel.

As provided herein, Special Counsel is authorized to take all appropriate legal action to prosecute the Litigation and participate in settlement negotiations with approval of Government Counsel. Government Counsel will monitor, review and participate as counsel in the prosecution of all aspects of the Litigation. Special Counsel shall consult in advance with, and obtain the prior approval of, Government Counsel concerning all substantive matters related to the Litigation, including, but not limited to, the pleadings and dispositive motions, discovery and selection of consultants and experts.

Special Counsel shall provide Government Counsel with copies of all material correspondence, pleadings, and discovery requests and responses related to the Litigation.

Special Counsel shall communicate with the Governmental Entity departments through Government Counsel unless alternative arrangements are made in advance between Special Counsel and Government Counsel.

Special Counsel shall provide sufficient resources, including attorney time and capital for payment of expenses to prosecute the Litigation faithfully and with due diligence. Legal services under this Agreement shall be performed only by competent personnel under the supervision and in the employment of Special Counsel or retained by Special Counsel as consultants with the prior approval of Government Counsel.

Special Counsel agrees to maintain contemporaneous expense records. Special Counsel shall upon request submit expense records to Government Counsel setting forth all expenses incurred on behalf of the Governmental Entity in pursuing the Litigation.

CONTINGENT FEE

For such professional services, the Governmental Entity agrees to pay Special Counsel attorneys' fees and costs incurred. The attorneys' fees shall be a 20% contingency fee for resolution of any final settlement claim payments processed through the Gulf Coast Claims Facility (or similar administrative process); or for resolution of any compensation recovered through a legal proceeding filed in state and/or federal court (whether such recovery occurs as a result of settlement, judicial award and/or jury award).

All fees will be calculated on the total gross amount recovered before reduction of costs and expenditures.

In the event that a court-awarded fee is collected which exceeds the contingency fee percentages as set forth

above, the court-awarded fee shall apply in lieu of the above amounts.

This employment is upon a contingent fee basis and unless a recovery is made there will be no obligation by the Governmental Entity to pay attorneys' fees to Special Counsel.

COSTS

This employment is on a contingent basis and, unless a recovery is made, there will be no obligation by the Governmental Entity to pay costs incurred by Special Counsel. If a recovery is made, then the Governmental Entity will be responsible for all costs and expenses incurred in the handling of the Governmental Entity's case, in addition to the attorneys' fees noted above. However, the Governmental Entity's responsibility for paying costs shall not exceed the gross recovery amount.

Costs shall include, but not be limited to, cash and non-cash expenditures for filing fees; subpoenas; depositions; witness fees; in-house and outside investigation services; expert witness fees; Multi-District Litigation (MDL) assessments; Lexis/Nexis/Westlaw and other computer research and on-line service costs; photographs; in-house and outside photocopies; facsimiles; long-distance telephone calls; postage and federal express, UPS and other overnight service charges; mediation fees; travel costs; out-of-town hotel, food and transportation charges; inhouse and outside trial exhibits; in-house and outside multi-media services; and all other costs necessary for performance of legal services.

In addition to the above listed individual costs, Special Counsel also charges common benefit costs to the Governmental Entity in cases where Special Counsel represents multiple clients in similar litigation (such as this case involving the BP oil disaster). Common benefit costs are costs expended by Special Counsel for the common benefit of a group of clients. For example, if a deposition of a defendant expert witness is taken in one case, and this deposition can be used for and/or benefit the claims of many other clients, Special Counsel classifies these costs as common benefit costs. Similarly, if Special Counsel spends \$30,000 to hire an expert to reach an opinion on a topic affecting many clients, then instead of charging the entire \$30,000 to the first client who utilizes this expert, Special Counsel spreads the costs among all clients in the group. Thus, if Special Counsel has 1,000 clients being represented in similar litigation, each client is charged \$30 of the expert fee instead of the first client being charged \$30,000. By using this common benefit cost system, no one client has to solely bear the costs which actually benefit the group as a whole, and many of the most substantial costs of litigation can be shared equally by all. Common benefit costs include any and all costs which can benefit a group of clients. For example, to the extent charges benefit a group of clients, common benefit charges may include postage, faxes, telephone, copies, experts, investigation, computer research, transportation, and many of the costs incurred in actually trying one client's case before a jury.

All costs advanced on behalf of the Governmental Entity, whether individually and/or common benefit, shall bear interest at the prime rate as published by the Wall Street Journal until such time as the costs are paid by the Governmental Entity.

Unless a recovery is made there will be no obligation by the Governmental Entity to pay costs or interest incurred by Special Counsel.

NATURE OF RELATIONSHIP:

The Governmental Entity acknowledges that by this Agreement, Special Counsel are retained as attorneys and that neither Special Counsel nor their members or employees become officers or employees of the Governmental Entity. Special Counsel shall be deemed at all times to be independent contractors and shall be wholly responsible for the manner in which they perform the services required of them by the terms of this Agreement. Special Counsel shall be liable for any act or acts of their own, or their agents or employees, and nothing contained herein shall be construed as creating the relationship of employer and employee between the Governmental Entity and Special Counsel or their agents and employees.

ASSIGNMENT:

This Agreement may not be assigned by Special Counsel. Special Counsel are expressly employed because of their unique skills, ability and experience and therefore it is understood that no substitution or assignment maybe made unless the Governmental expressly approves such substitution or assignment.

SUBCONTRACTING:

Special Counsel are prohibited from subcontracting this Agreement or services unless such subcontracting is agreed to in writing by the Governmental Entity. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement. Any violation of this provision shall confer no right on any party and shall be void.

CONFIDENTIALITY:

Special Counsel understand and agree that, in the performance of this Agreement, Special Counsel may have access to private or confidential information, which maybe owned or controlled by the Governmental Entity or any officer or employee thereof and that such information may contain proprietary or confidential details, whose disclosure to third parties may be damaging to the Governmental Entity or prohibited by law. Special Counsel agree that such information shall be held in confidence and used only in performance of the Agreement and shall not be furnished to others by Special Counsel except as authorized by the Governmental Entity or as required by law.

RETENTION OF CLIENT FILE

The Governmental Entity understands that Special Counsel will only retain the Governmental Entity's file for a period of six years after the case is completed. After the six-year period, the entire file will be discarded, and Special Counsel will not retain a copy of any portion of the file. Thus, it is the Governmental Entity's responsibility to seek the return of all original documents immediately after the case is completed, and to request a copy of any portions of the file the Governmental Entity wishes to retain. If the Governmental Entity waits more than six years to request the file, then no portion of the file will be in existence at that time.

FORUM AND CHOICE OF LAW:

Any actions arising out of this Agreement shall be governed by the laws of Florida.

MODIFICATION:

This Agreement shall not be modified, nor may compliance with its terms be waived, except by written instrument executed and approved by Special Counsel and the Governmental Entity (or its designee).

LEGAL CONSTRUCTION

In case any provision, or any portion of any provision, contained in this Agreement shall for any reason be held to be invalid, illegal and/or unenforceable in any respect, such invalidity, illegality and/or unenforceability shall not affect the validity and/or enforceability of any other provision or portion thereof, and this Agreement shall be construed as if such invalid, illegal and/or unenforceable provision or portion thereof was never contained herein.

ENTIRE AGREEMENT:

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

RECEIPT OF DOCUMENTS

The undersigned Governmental Entity has, before signing this contract, received and read The Statement of Client's Rights and understands each of the rights set forth therein. The undersigned Governmental Entity has signed the statement and received a signed copy to refer to while being represented by Special Counsel.

Signed this _____ day of _____, 2010.

STATEMENT OF CLIENT'S RIGHTS

Before you, the prospective the Governmental Entity, arrange a contingency fee agreement with a lawyer, you should understand this statement of your rights as a client. This statement is not a part of the

actual contract between you and your lawyer but as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one (1) lawyer, you may talk with other lawyers.
2. Any contingent fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) business days you do not owe the lawyer a fee, although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the 3-day period, you may have to pay a fee for the work the lawyer has done.
3. Before hiring a lawyer, you the client have the right to know about the lawyer's education, training, and experience. If you ask, the lawyer should tell you specifically about the lawyer's actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.
4. Before signing a contingent fee contract with you, a lawyer must advise you whether the lawyer intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, the lawyer should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different Special Counsels will represent you, at least one lawyer from each Special Counsel must sign the contingent fee contract.
5. If your lawyer intends to refer your case to another lawyer, or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract that includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests. Also, The Florida Bar contends that each lawyer is legally responsible for the acts of the other lawyers involved in the case.
6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money that you might have to pay to your lawyer for costs, and liability you might have for attorney's fees, costs, and expenses to the other side.
8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. This statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement, you need not pay any money to anyone, including your lawyer. You also have the right to have every lawyer or Special Counsel working on your case sign this closing statement.
9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.
10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

If at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 850-561-5600, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating The Florida Bar) be included in your fee contract.

APPROVED BY:

Ard, Shirley & Rudolph, P.A.

ATTORNEYS AT LAW

207 WEST PARK AVENUE, SUITE B
TALLAHASSEE, FLORIDA 32301

TELEPHONE: (850) 577-6500

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SAMUAL J. ARD

SCOTT SHIRLEY

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THOMAS G. TOMASELLO, P.A.
Of Counsel

MAILING ADDRESS:

POST OFFICE BOX 1874

TALLAHASSEE, FLORIDA 32302-1874

February 3, 2011

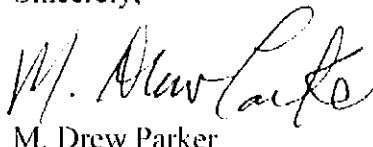
Roy Schleicher, County Coordinator
Jefferson County, Florida
450 West Walnut Street
Monticello, Florida 32344

Re: Ownership of Monticello Maintenance Yard

Dear Roy:

Attached please find a memorandum addressing the issue of ownership of the Monticello Maintenance Yard. If you have questions, or I can be of further assistance, please do not hesitate to call me at (850) 577-6500 or email me at dparker@asrlegal.com.

Sincerely,



M. Drew Parker

Ard, Shirley & Rudolph, P.A.

ATTORNEYS AT LAW

207 WEST PARK AVENUE, SUITE B
TALLAHASSEE, FLORIDA 32301

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Of Counsel

MAILING ADDRESS:

POST OFFICE BOX 1874

TALLAHASSEE, FLORIDA 32302-1874

MEMORANDUM

TO: Jefferson County Board of County Commissioners

THROUGH: Roy Schleicher, County Coordinator

FROM: Scott Shirley, Esq., County Land Use Attorney
M. Drew Parker, Esq. - *dp* (copy)

SUBJ: Memorandum on Ownership of Monticello Maintenance Yard
ASR Matter # 2-101.22

DATE: February 3, 2011

QUESTION PRESENTED

Who owns the property commonly referred to as the Monticello Maintenance Yard (the "Property")?

BRIEF ANSWER

The survey attached as Exhibit "A" is colored coded to show ownership as follows:

Yellow = land owned by Jefferson County ("County")

Green = land owned by the State of Florida ("State")

Green with yellow diagonal lines = land owned by the State and leased to the County

ANALYSIS

Pursuant to a request from the County Coordinator for assistance determining ownership of the Property, the law office of Ard, Shirley & Rudolph, P.A. (the "Firm") requested a title search from Attorneys' Title Fund Services, L.L.C. for the Property. A copy of the title search report is attached as Exhibit "B."

The Firm provided a copy of the title report to Nobles Consulting Group, Inc. for the creation of a survey consistent with the title report. A copy of the survey is attached as Exhibit "A." The survey is color coded based on ownership of the property as follows:

Yellow = land owned by the County.

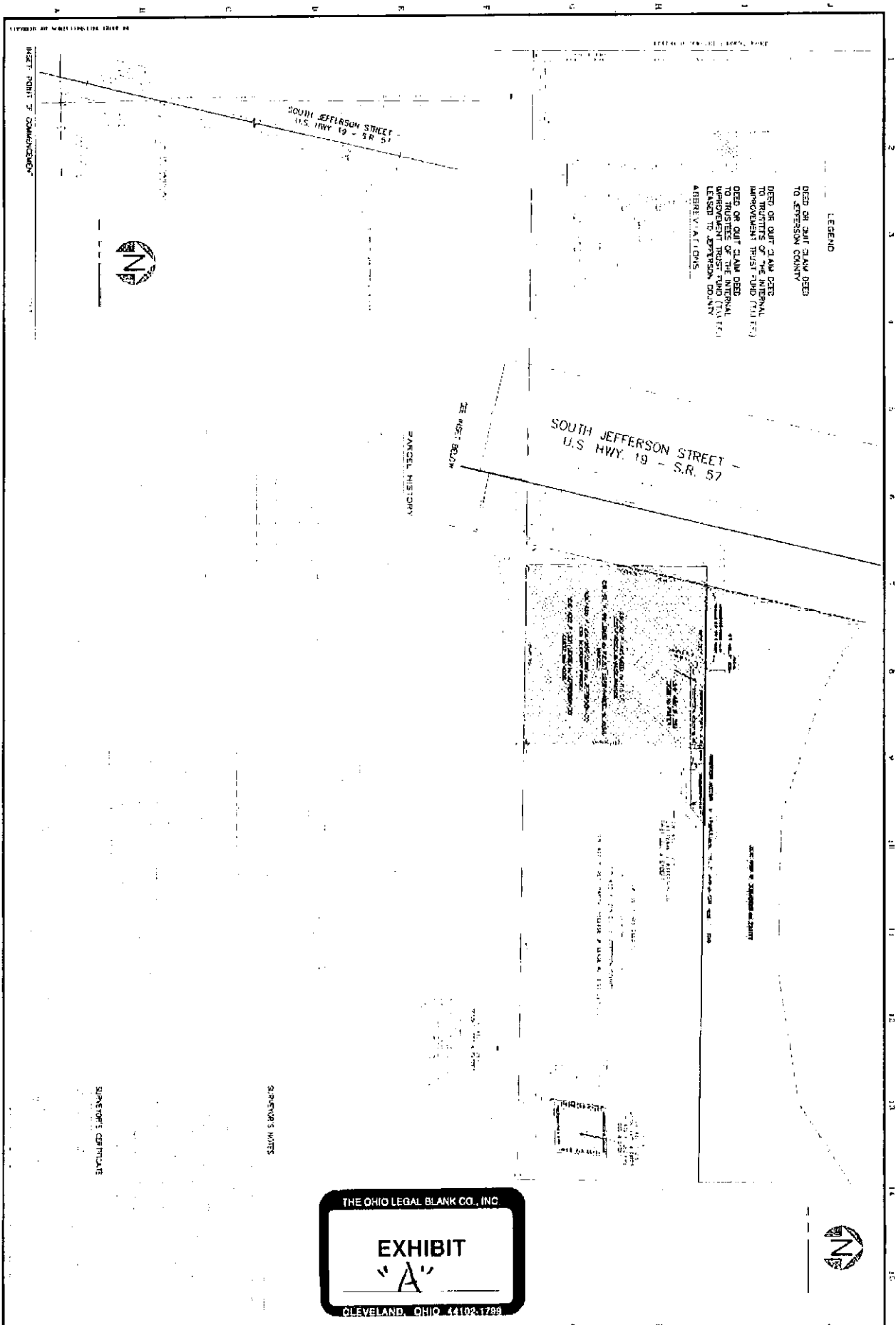
Green = land owned by the State.

Green with yellow diagonal lines = land owned by the State and leased to the County. The survey also lists the instruments from which Nobles Consulting Group, Inc., created the survey.

In the past, groundwater on the Property had been contaminated with petroleum constituents and potassium permanganate chemical injections. The Florida Department of Environmental Protection required the contaminated portion of the Property be subject to Institutional Control to eliminate and minimize exposure to the petroleum chemicals on the Property. Such areas of Institutional Control should have been recorded in a restrictive covenant. It appears, however, the instrument establishing the Institutional Control Area has never been recorded. The Institutional Control Area covers parcels owned by both the State and the County. The County, therefore, should move expeditiously to work with DEP to have a Declaration of Restrictive Covenant for the Institutional Control Area created and recorded in the official records of the County.

Finally, it would appear beneficial for the County to inquire whether the State would be willing to transfer ownership of its interest in the portion of the Property leased to the County, as well as the property to the north, which previously housed the Jefferson County Juvenile Detention Facility, so that the County could have continuity of ownership of the Property. The Property could then be combined through replatting into a single parcel available to the county for the public use.

cc: T. Buckingham Bird, Esq., County Attorney



LEGEND

DEED OR QUIET CLAIM DEED TO JEFFERSON COUNTY

DEED OR QUIET CLAIM DEED TO TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND (TIF)

DEED OR QUIET CLAIM DEED TO TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND (TIF) ABREVIATIONS

SOUTH JEFFERSON STREET - U.S. HWY. 19 - S.R. 57

PARCEL HISTORY

SEE PAGE 2 BELOW

SURVEYOR'S NOTES

SURVEYOR'S CERTIFICATE

THE OHIO LEGAL BLANK CO., INC.

EXHIBIT

"A"

CLEVELAND, OHIO 44102-1799

NO.	DATE	REVISIONS
1		
2		
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JEFFERSON COUNTY
 MAINTENANCE YARD
 6975 S. Jefferson Street, Mantua, FL 32344
 2025-10-10

Ard, Shirley & Rudolph, P.A.



TITLE SEARCH REPORT

Fund File Number: 46-2010-83

The information contained in this title search is being furnished by Attorneys' Title Fund Services, LLC. If this report is to be used by a title insurance agent for evaluation and determination of insurability by the agent prior to the issuance of title insurance, then the agent shall have liability for such work.

Provided For: Ard Shirley and Rudolph, PA

Agent's File Reference: 2-101

After an examination of this search the Agent must:

- A. Evaluate all instruments, plats and documents contained in the report.
- B. Include in the Commitment under Schedule B, any additional requirements and/or exceptions you find necessary from your analysis of the surveys, prior title evidence or other relevant information from the transaction.
- C. Verify the status of corporations and limited partnerships and other business entities with the appropriate governmental agency or other authority.
- D. Determine whether the pr
- E. Determine if any unpaid n
Official Records Books of not recorded in the
- F. Determine whether any pc
borders a body of water, a filled, if the property
- G. The information provided
filed with the Florida D
55.201, et seq., F.S., resp
for filing federal liens an
Exhibit B
ens and judgment liens
et seq., F.S., and Sec.
nt of State as the place
insuring purposes:
s, but is not limited to,
operative associations,
artnership, corporation,
(a) Pursuant to Sec. 7
mortgages, leaseho
vendees' interests, i
trust or decedent's estate; and
(b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)

Prepared this 12th day of November, 2010.

Attorneys' Title Fund Services, LLC

Prepared by: Byron Cowan, Senior Examiner
Phone Number: 1-800-327-7696

TITLE SEARCH REPORT

Fund File Number: 46-2010-83

Effective Date of approved base title information: N/A

Effective Date of Search: November 4, 2010 at 11:00 PM

Apparent Title Vested in:

Jefferson County

Description of real property to be insured/foreclosed situated in Jefferson County, Florida.

See Exhibit A attached.

Muniments of Title, including bankruptcy, foreclosure, quiet title, probate, guardianship and incompetency proceedings, if any, recorded in the Official Records Books of the county:

1. Deed from State Road Department to Trustees of the Internal Improvement Trust Fund , recorded January 30, 1969, in O.R. Book 35, Page 415, Public Records of Jefferson County, Florida.
2. County Deed from Jefferson County to Trustees of the Internal Improvement Trust Fund, recorded October 20, 1998, in O.R. Book 420, Page 331, Public Records of Jefferson County, Florida.
3. County Deed from Jefferson County to Trustees of the Internal Improvement Trust Fund, recorded October 20, 1998, in O.R. Book 420, Page 333, Public Records of Jefferson County, Florida.
4. Quit Claim Deed from Trustees of the Internal Improvement Trust Fund to Jefferson County, recorded June 14, 1999, in O.R. Book 432, Page 218, Public Records of Jefferson County, Florida.

Mortgages, Assignments and Modifications:

None

Other Property Liens:

None

Restrictions/Easements:

1. Easement per Deed recorded in O.R. Book 432, Page 218, Public Records of Jefferson County, Florida.

TITLE SEARCH REPORT

Fund File Number: 46-2010-83

Other Encumbrances:

1. Lease Agreement recorded in O.R. Book 57, Page 69, together with Partial Release recorded in O.R. Book 432, Page 263 Public Records of Jefferson County, Florida.
2. Lease Agreement recorded in O.R. Book 432, Page 221, Public Records of Jefferson County, Florida.

REAL PROPERTY TAX INFORMATION ATTACHED

Proposed Purchaser/Mortgagor:

N/A

The name of the proposed purchaser/mortgagor was searched for the past twenty years for unsatisfied judgments and tax liens (state, federal and other liens for the recovery of money) and personal names were checked for unrestored incompetency and for guardianship proceedings. The following matters appeared of record and copies are attached for evaluation by the agent:

None

STANDARD EXCEPTIONS

Unless satisfactory evidence is presented to the agent eliminating the need for standard exceptions, the following should be made a part of any commitment or policy.

1. *Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.*
2. *Rights or claims of parties in possession not shown by the public records.*
3. *Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.*
4. *Easements or claims of easements not shown by the public records.*
5. *Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*

TITLE SEARCH REPORT

Fund File Number: 46-2010-83

6. *Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
7. *Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:*
 - (a) *Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and*
 - (b) *Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)*
8. *Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.*

The report does not cover bankruptcies or other matters filed in the Federal District Courts of Florida.

In foreclosure proceedings, title should be examined between the effective date of this report and the recording of the lis pendens to assure that all necessary and proper parties are joined. Consideration should be given to joining as defendants any persons in possession, other than the record owner, and any parties, other than those named herein, known to the plaintiff or the plaintiff's attorney and having or claiming an interest in the property.

Prior to issuance of any policy of title insurance underwritten by Old Republic National Title Insurance Company, the agent must obtain and evaluate a title search for the period between the effective date of this Title Search Report and the recording date(s) of the instrument(s) on which the policy is based.

If this product is not used for the purpose of issuing a policy, then the maximum liability for incorrect information is \$1,000.

Note: The Agent is responsible for obtaining underwriting approval on any commitment prepared from this product in the amount of \$1,000,000.00 or more.

TITLE SEARCH REPORT

Fund File Number: 46-2010-83

EXHIBIT A

A parcel of land being a portion of that property described in the Public Records of Jefferson County, Florida in Official Record Book 35, Page 415, being more particularly described as follows:

A parcel of land in the SW1/4 of NW1/4 of Section 31, Township 2 North, Range 5 East, described as follows: Commence on the West boundary of said Section 31, at a point 494.55 feet North of the SW corner thereof; thence North 13°14' East 2222.35 feet, to a point thence South 89°10' East 51.19 feet, to a point on the East boundary of SR. 57; to the point of beginning; thence continue South 89°10' East 753.81 feet to a point; thence North 0°50' East 210 feet to a point; thence North 89°10' West 707.64 feet, to the East right of way line of SR 57; thence South 13°14' West 215.02 feet, along said East right of way line of SR 57 to the point of beginning; Less, begin on the South boundary of said SW1/4 of NW1/4, at a point 500 feet West of the SE corner thereof; thence run North 210 feet; thence West 210 feet; thence South 210 feet; thence East 210 feet, to the point of beginning.

LESS:

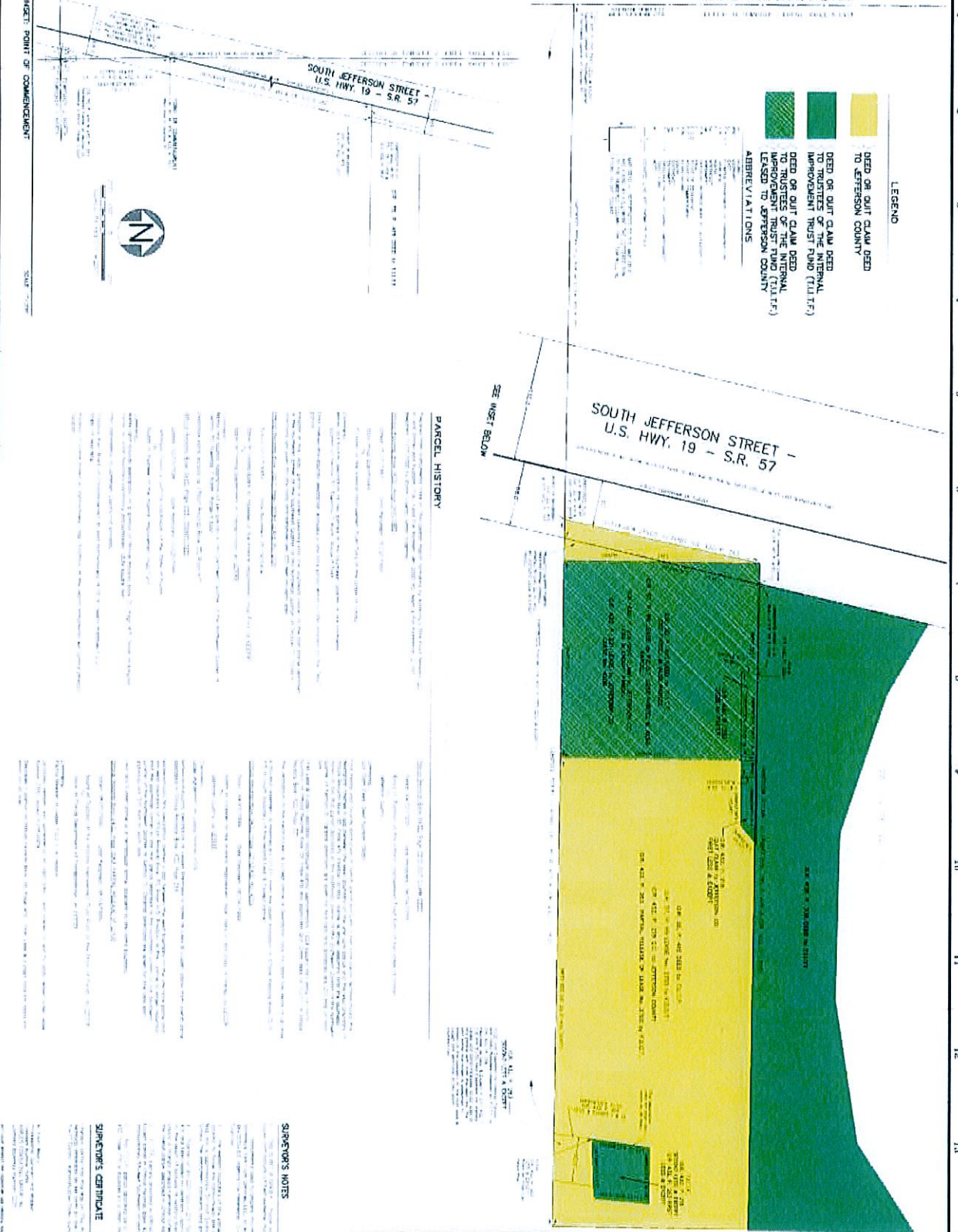
A parcel of land being a portion of that property described in the Public Records of Jefferson County, Florida in Official Record Book 35, Page 415, being more particularly described as follows:

Commence at the Southwest corner of the Southwest Quarter of the Northeast Quarter of Section 31, Township 2 North Range 5 East Jefferson County, Florida, and run South 89 degree 38 minutes 52 seconds East 565.64 feet to a point on the East right-of-way line of State Road 57, thence North 12 degrees 55 minutes 06 seconds East, along said right-of-way line, 212.91 feet to an iron rod marking the Northwest corner of that property of the Board of the Trustees of the Internal Improvement Trust Fund of the State of Florida as recorded in the Public Records of Jefferson County, Florida in Official Records Book 35, page 415, thence leaving said right-of-way line run North 89 degrees 35 minutes 19 seconds East, along the North boundary of that property of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida as recorded in the said Public Records in Official Records Book 35, page 415, 96.00 feet to an iron rod, thence leaving said North boundary, run South 12 degrees 42 minutes 30 seconds West 16.89 feet to an iron rod, thence North 89 degrees 37 minutes 28 seconds East 113.35 feet to an iron rod for a POINT OF BEGINNING; thence from said Point of Beginning continue North 89 degrees 37 minutes 28 seconds East 52.46 feet to an iron rod, thence North 49 degrees 52 minutes 56 seconds East 25.37 feet to an iron rod on the North boundary of that property of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida as recorded in said Public Records in Official Record Book 35, page 415 thence South 89 degrees 35 minutes 19 seconds West, along said North boundary, 71.47 feet to a point, thence leaving said North boundary, run South 00 degrees 22 minutes 06 seconds West 16.52 feet to the Point of Beginning.

ALSO LESS:

A parcel of land being a portion of that property described in the Public Records of Jefferson County, Florida in Official Record Book 35, Page 415, being more particularly described as follows:

Commence at the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 31, Township 2 North, Range 5 East Jefferson County, Florida and run South 89 degrees 38 minutes 32 seconds East 1197.45 feet to a point, thence North 08 degrees 06 minutes 05 seconds East 41.22 feet to a point on a chain link fence post for the POINT OF BEGINNING, thence from said Point of Beginning continue North 08 degrees 06 minutes 05 seconds East 62.99 feet along a chain link fence, to a point, thence North 89 degrees 50 minutes 23 seconds East 60.58 feet, along said chain link fence, to a point, thence South 05 degrees 21 minutes 00 seconds West 60.13 feet, along said fence, to a point, thence South 27 degrees 36 minutes 41 seconds West 63.91 feet, along said fence, to the Point of Beginning.



THE OHIO LEGAL BLANK CO., INC.

EXHIBIT "A"

CLEVELAND, OHIO 44102-1789

SHEET NO. 1 OF 1	DATE TITLE MAP OR TITLE ABSTRACT	REVISIONS	BY	DATE	PROJECT NAME: JEFFERSON COUNTY MAINTENANCE YARD 1975 S. Jefferson Street, Mantoloking, FL 32344 CLIENT NAME: Ard, Shirley & Rudolph, P.A.	NCG PROMES CONSULTING GROUP, INC. 1000 W. PALM BLVD. SUITE 200, PALM BEACH, FL 33480 PHONE: 561-833-1111 FAX: 561-833-1110 WWW.NCG.COM
		INITIALS	DATE	DATE		

RESOLUTION NO: _____

**RESOLUTION ADOPTING THE COMPREHENSIVE PLAN
AS THE COMMUNITY DEVELOPMENT PLAN**

WHEREAS, the Jefferson County Board of County Commissioners adopted a Comprehensive Plan dated July 19, 1990, and said Comprehensive Plan has been periodically reviewed and amended; and

WHEREAS, the Comprehensive Plan is designed to guide orderly community and economic development in Jefferson County; and

WHEREAS, the County has a part of its Comprehensive Plan community and economic development initiatives designed to create affordable housing options for low to moderate income households and to stimulate the local economy by the creation of jobs; and

WHEREAS, it is the intent of the County to the greatest extent feasible to fully implement its Comprehensive Plan inclusive of community development initiatives to address long and short term housing, community and economic development objectives; and

WHEREAS, the County recognizes the need to adopt the Comprehensive Plan to serve its Community Development Plan to address long and short term housing, community and economic development objectives;

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA hereby adopts the Comprehensive Plan as its Community Development Plan.

RESOLVED, FURTHER, that this Resolution shall become effective immediately upon adoption.

ADOPTED AND PASSED THIS _____ DAY OF _____ 2011.

Chairman or designee

ATTEST:

County Clerk



INFORMATION INSTITUTE™

Research, Planning, Development, Evaluation, Policy & Education

The Florida State University, College of Communication & Information

School of Library & Information Studies

DEVELOPMENT AND IMPLEMENTATION OF A BROADBAND PLAN FOR JEFFERSON COUNTY

Charles R. McClure, PhD, Francis Eppes Professor and Director
Information Institute, Florida State University

cmccclure@lis.fsu.edu

January 31, 2011

Discussion DRAFT Pilot Project Proposal to Jefferson County

Overview

The purpose of this ten-month (March-December 2011) project is to develop and implement an Internet broadband plan for Jefferson County, Florida. The project would have the following key components:

- Produce a broadband plan to coordinate county anchor institutions and others in the connection to and use of broadband county-wide;
- Offer training sessions and workshops to assist Jefferson county anchor institutions and others to better understand the importance, use, deployment, and applications of broadband;
- Develop planning strategies (as part of the plan) to deploy broadband applications and services that promote economic development in Jefferson county;
- Identify state, federal and other potential funding opportunities to expand and promote broadband deployment and economic development in Jefferson county; and
- Describe community impacts and outcomes that result from the broadband deployment.

The cost of the project would be \$20,000 over this ten-month period .

Background

The Information Use Management & Policy Institute (Information Institute, <http://ii.fsu.edu/>) of Florida State University (<http://www.fsu.edu/>), College of Communication & Information (<http://cci.fsu.edu/>), School of Library & Information Studies (<http://slis.fsu.edu/>) has received an award from the North Florida Broadband Authority (NFBA, <http://www.nfba-fl.org/>) to perform several activities in support of its \$30 million Ubiquitous Middle Mile Project. NFBA obtained this funding from the National Telecommunications and Information Administration (NTIA, <http://www.ntia.doc.gov/>) as part of the Broadband Technology Opportunity Program (BTOP, <http://www2.ntia.doc.gov/>).

The Information Institute will be conducting several activities to achieve a more thorough understanding of how anchor institutions (e.g., libraries, schools, community colleges, local government agencies, and hospitals) within the North Florida 14 county Rural Areas of Critical Economic Concern (RACEC) (<http://www.eflorida.com/FloridasFuture.aspx?id=2108>) currently use broadband technology.

Information Use Management & Policy Institute

010 Louis Shores Building, 142 Collegiate Loop, P.O. Box 3062100, Tallahassee, FL 32306-2100
Telephone 850.645.5683 Fax 850.644.4522

as well as to achieve an understanding of the factors that might impact the anchor institutions' decisions to adopt the high-speed broadband services offered by the project.

These activities include: (1) conducting a needs assessment of the existing and future broadband uses and applications of the region's anchor institutions to assist the middle mile network designers to deploy and configure the network and to obtain baseline data; (2) conducting diagnostics that describe the anchor institutions' existing broadband networks and determine potential network improvements; and (3) providing benchmarks for data points such as workstation-level bandwidth, bandwidth costs, and the situational factors that impact anchor institutions' decisions to obtain or increase bandwidth capacity. The attachment to this discussion draft provides a summary overview of the NFBA project.

Preliminary Findings

Thus far, based on six focus groups (one of which was held in Jefferson County January 25, 2011) and an online survey conducted by the Information Institute, a number of preliminary findings from the NFBA project include:

- Anchor institutions in many counties are unsure of the importance and impact of broadband connectivity, deployment and use;
- A range of training and education activities about broadband are needed to assist in successful broadband deployment and use;
- Anchor institutions have yet to recognize how significantly increased broadband connectivity will affect organizational structures, productivity, and day-to-day work activities;
- Specific applications such as E-government, telemedicine, high resolution real time interactive video, and other applications are not well understood;
- The manner in which anchor and other institutions can leverage, among themselves and with other local and state economic development agencies, a coordinated plan for broadband deployment and use is also not clear.

These, and related findings, suggest that counties will need to develop a broadband plan to best access, deploy, manage, and assess the broadband that will soon be made available by the NFBA.

Project Activities

As suggested above, the project will focus on a limited number of activities. These activities would be described in more detail upon project funding but would include:

- *Broadband Plan.* The study team at the Information Institute will assist a Broadband is Coming (BiC) Jefferson county planning group to develop a written plan that will leverage the availability, deployment and use of broadband in anchor and other institutions in Jefferson county. The broadband plan would include, among other components, strategies to promote broadband-based economic development in the county.

- *Training.* Based on an initial needs assessment, the study team with the BiC and NFBA will produce a number of on-site and web-based instructional modules that describe the importance of broadband connectivity, how broadband might best be deployed, the uses of broadband to promote economic development, and specific broadband applications for specific audiences such as city/county government, health care, and library services.
- *Additional Funding.* Using the preliminary findings from the Information Institute on the NFBA project, findings and information from this pilot study at Jefferson county, and findings from previous broadband studies done by the Information Institute, we will seek additional broadband funding opportunities to support training, broadband development and use, broadband for economic development, etc. Appropriate funding opportunities will be pursued with proposals to state and federal government and other sources.
- *Outcomes Assessment.* A key component of the project will be to identify impacts and outcomes that result from the broadband deployment and use in Jefferson county. The study team will identify a number of community based outcomes measures that can track the development and changes that occur to anchor institutions and individuals in the county as a result of the broadband deployment and use.

The Information Institute study team would work closely with the Jefferson county BiC and NFBA to accomplish these activities over the ten-month project period.

A specific timeline for the above activities would be detailed upon project funding and with additional information available from NFBA. For example, the project schedule would depend on actual start dates, the acceptance and timing of Jefferson county in a 90 day beta broadband connection test (at no cost to Jefferson county), the dates/locations when/where NFBA broadband connections will be made available throughout the county, and final pricing models for what speeds of broadband connectivity will be available in what specific locations at what costs.

Financial Arrangements and Selected Logistics

The cost to Jefferson county for this ten-month project is \$20,000. The primary costs for the project would be to support a Graduate Research Assistant at the Information Institute for a minimum of 10 hours per week, to support travel to Jefferson county, and to assist in support for the development of instructional materials and web-based modules. Jefferson county (or another appropriate institution in Jefferson county) would engage in a fixed price contract with FSU and would make three payments – the first of \$6,500 at the end of the 3rd month, a second of \$6,500 at the end of the 6th month, and \$7,000 at the end of the 10th month to FSU. The Information Institute would provide an Interim Report summarizing project activities and products at the end of three months, six months as well as in the final report at the end of ten months. These interim and final reports would trigger payments from Jefferson county.

In terms of organization, Jefferson county would appoint a project liaison who would serve as the primary point of contact for the FSU study team. This person would assist the study team directly in completing project activities, assisting to arrange meetings and handling other logistics, work directly with the BiC (which would be considered a *working* committee), and

generally obtain and provide a range of broadband and related information to the BiC and the study team.

Charles R. McClure would serve as the project manager from the Information Institute. He has a long background and significant experiences and qualifications in broadband deployment, use, policy, and applications. Additional information about McClure can be found at: <http://www.ii.fsu.edu/content/view/full/18480>. McClure will contribute his time to this project at no cost to Jefferson county. We also expect that staff from the NFBA will also contribute time to this pilot project assisting in broadband deployment, training, and general consulting advice at no additional cost to Jefferson county.

Project Benefits

Jefferson county anchor and other institutions as well as county residences will receive significant benefits from participating in the pilot project. First the project will assist them to better exploit the new high-speed broadband that NFBA will be bringing to the county with new and improved digital services. Second, the project will assist the county with coordinating and leveraging that broadband to insure the most effective deployment and use of the broadband throughout the county. Third, the county will be able to develop and implement some innovative and best practice uses of broadband to promote county-wide economic development. And finally, the project can position Jefferson county to be more competitive in obtaining external funding for broadband deployment and economic development.

At a broader state and national level, the project will provide a significant amount of visibility for Jefferson county as a leader in rural county broadband development, deployment, applications, and economic development. We expect that the training modules and a template for a county-based broadband plan will be of great interest to other rural counties in Florida and the Nation. Perhaps most importantly the specific strategies for broadband-based economic development, the measures to assess community impacts and outcomes from broadband deployment, and a set of “best practices” guidelines will significantly benefit other rural counties in Florida and the Nation.

For February 17, 2011 Agenda - Board of County Commissioners Meeting

TO: County Commissioners
CC: Mr. Kirk Reams, Clerk of Court
Mr. Buck Bird, County Attorney
FROM: Roy Schleicher, County Coordinator
RE: **Private Dirt Road Repair Program**

Commissioners –

The issue of developing a Private Dirt Road Repair Program has been before the County Commission a number of times. Each time questions have appeared that have caused the final disposition of the issue to be continued. In order to bring the issue to closure I've presented a list of pertinent points and the "Pros" and "Cons" from the previous Commission's discussions.

1. Pertinent Points from previous discussions

- a. The Road Department and the Coordinator's offices have NOT heard from any other Homeowner's Associations other than the Valley View Homeowners.
- b. Contacts with other counties have not resulted in information or suggestions that are adaptive to Jefferson County. Other counties are larger, and/or have more resources (Road Department equipment and personnel) and/or have developments that are more compact than Jefferson County and/or have homeowners more able to contribute to maintenance of their roads.
- c. Local road contracting companies are willing to work on dirt roads as part of their business especially during times of limited work for local governments and private developers.

2. "Pros" and "Cons" from previous discussions

a. **Pros – for creating a Private Dirt Road Repair Program**

- i. The Program is an opportunity to help tax payers on private dirt roads.
- ii. The Program provides an opportunity for Road Department Employees to earn addition pay.
- iii. Equipment will be used more hours per week rather than "sitting" three days out of each week.
- iv. The currently perceived Program needs are limited to one (1) subdivision, Valley View. The Valley View Homeowner's Association is well organized and appears to be sufficiently funded to do road building.

b. Cons – for not creating a Private Dirt Road Repair Program

- i. The Road Department has a very difficult time maintaining the current public dirt roads to the resident's satisfaction.
- ii. Road Department employees have not indicated a desire to work beyond the ten hour, four day week. And, employees have committed to other jobs that provide regular weekly (Friday/Saturday) incomes, not an opportunity that will likely be irregular at best.
- iii. The Road Department's equipment is limited by age and condition or by provisions of leases that limits the hours of use per/year as is the case with the road graders.
- iv. Mr. Harvey does not think that the program can be operated by his department without serious problems regarding sufficient manpower, equipment and materials. He is not in favor of the program.

3. The bottom line – Action to be taken

- a. To create the program of Private Dirt Road Repair and have staff refine the program's operation(s) and procedures.
- b. To not create the program.
- c. To propose an alternative to a Private Dirt Road Repair Program.

**JEFFERSON
COUNTY ROAD
DEPARTMENT**

Memo

To: Jefferson County Board of County Commissioners

From: David R. Harvey, Road Superintendent

Date: February 7, 2011

Re: Informational Item – Road Department Summary of Monthly Activities for January - 2010

General Roadway and Drainage Maintenance

- A) Limited road surface grading, stabilization and ditch maintenance activities were conducted on 113 County Roads. Work on many roads was conducted up to 2 times during the month.
- B) Right-of-way brushing and trimming on 7 Roads. Mowing on 0 roads.
- C) Patching also occurred on 21 roadways.

Driveway Connections

A total of 1 driveway were inspected. Need to review process driveways without approval!

Roadway and Drainage Reconstruction

Pulling Ditches Making Crowns On All Roads

NRCS projects on Doke Rd completed

Rock Quarry down due to rain

Brush cutting continue.

Budget will be short this year, projected \$137,500.00 summitting cut in services/payroll to Roy Schleicher 2-23-11

Memorandum

Date: February 9, 2011

**To: Roy Schleicher/County Coordinator
County Commissioners**

From: Beth Thorne

Subject: Monthly Report for October thru January

Revenue from:	Recyclables	\$ 5,256.05
	Roll-off Rentals	\$ 1,727.00
	Refuse Billing	<u>\$17,060.00</u>
Total Month Revenues:		\$24,043.05

		<u>Collections from January</u>
Manned Site Tonnage from:	Aucilla Site	42.46
	Bassett Site	22.99
	Fulford Site	14.17
	Lamont Site	33.66
	Lloyd Site	73.21
	Nash Site	32.60
	New Monticello Site	56.12
	Main Office Site	11.62
	Pinckney Hill Site	16.58
	Recreation Park Site	37.53
	Wacissa Site	52.53
	Waste Tires	4.60
	County Commercial	264.52
	City of Monticello	190.01

Landfill Budgeted Amount:	\$1,731,670.00
Current Month Expenditures:	\$ 19,865.18
Year-to-date Expenditures:	<u>\$ 350,957.88</u>
Remaining Balance:	\$1,380,712.12

Animal Control Budgeted Amount:	\$17,000.00
Year-to-date Expenditures:	\$ 5,869.62
Year-to-date Revenues:	<u>\$ 555.00</u>
Remaining Balance:	\$11,130.38

Jefferson County Fire Rescue
Monthly Department Report

TO: Mr. Roy Schleicher
County Coordinator

DATE: 11 February 2011

SUBJECT: Department Directors Report

FROM: Mark Matthews, Chief
Jefferson County Fire Rescue

REFERENCE: January 2011 Report
ATTACHMENTS: 0

JCFR CALLS FOR SERVICE THIS MONTH

2011	JANUARY	Y.T.D.
FIRE	55	55
EMS	199	199

Total: 254

JANUARY 2011 EMS COLLECTIONS - \$63,096.92

F/Y 2011 EMS COLLECTIONS TOTAL - \$272,617.75

RADIO EQUIPMENT The radio equipment has been delivered and distributed to the volunteers.

NEW STATION UPDATE We are looking for surrounding departments for comparison.

BUDGET UPDATE There have been no unexpected expenditures from either the Fire or EMS budgets.

Jefferson County Bailer Public Library Monthly Report for January, 2011

Statistics of interest

- 6154 Door count
- 2588 Materials checked out
- 28 Materials purchased
- 2831 Computer usage
- 203 Materials catalogued

Community Room Usage

- Health Department
- JC Educational Foundation
- Quilters
- Weight Watchers
- Disc Village
- Elder Care
- Catholic Services
- Opportunity School
- Monticello Women's Club
- TCC Innovation Academy
- First United Methodist
- Girl Scouts

Projects

- Finalized Black History Month programs
- Finalized Summer Reading program
- Continue to work on new lab; furniture ordered
- Applied for latest E Rate forms

Other

Building name changed in ceremony with Rev. R J Bailer, reception held in community room
Director attended Dr. King parade and community celebration
Natalie Binder asked to assist with the county broadband initiative
Met with FSU Librarian Susan Epstein who will start a Middle School Dance club at library
After on site visit, CHP will now partner with the library to hold their quarterly meetings here
Interviewed new volunteer who will teach some computer classes
Met with new Extension Agent Kristin Jackson; working on a collaborative program
Director as part of JC legislative team spoke with Sen. Montford re library funding
Three leaks in roof were patched; will be monitoring situation
Outreach program at JC Elementary for 60 students
Director attended Summer Reading planning program at Leon County library
First Library Advisory Board meeting held
Home Schooled Book Club and adult Book Club met
Library given 2 free Sony E Readers, we are soliciting patron suggestions re purchase of materials
Still waiting on Sonitrol camera system
North Florida Workforce held resume writing class
Budget is within limits

2011 Jefferson County Calendar

Third Revision 2/4/2011 **

Meeting - Event - Deadline

	January	February	March	April	May	June
County Commission Meeting- AM Agenda Deadline - AM meeting	Tuesday, 1/4 Wed. 12/22	Thursday, 2/3 Thursday, 1/27	Thursday, 3/3 Thursday, 2/24	Thursday, 4/7 Thursday, 3/31	Thursday, 5/5 Thursday, 4/28	Thursday, 6/2 Thursday, 5/26
County Commission Meeting-PM Agenda Deadline - PM Meeting	Thursday, 1/20 Thursday, 1/13	Thursday, 2/17 Thursday, 2/10	Thursday, 3/17 Thursday, 3/10	Thursday, 4/21 Thursday, 4/14	Thursday, 5/19 Thursday, 5/12	Thursday, 6/16 Thursday, 6/9
BOCC Workshops	Monday, 1/3	Monday, 2/7 Fire Stat. Monday, 2/28 Comp Pla	Thurs 3/17 @ 4P Fire/Life Inspection Monday, 3/28 CRTPA			
Department Director's meeting	Tuesday, 1/25	Tuesday, 2/22	Tuesday, 3/22	Tuesday, 4/26	Tuesday, 5/24	Tuesday, 6/21
Holidays	Monday, 1/17 - Martin Luther King, Jr. B'day			Friday, 4/22 Good Friday	Monday, 5/30 Memorial Day	
Budget Dates	1/1/11 Property Values & exemptions set		3/1 Deadline to apply Homestead, Ag, etc.		May, begin FY 11/12 Budget Planning	Weds. 6/1 Denials for ag & exemptions sent

Second Revision 1/27/11

Meeting - Event - Deadline

	July	August	September	October	November	December
County Commission Meeting- AM	Thursday, 7/7	Thursday, 8/4	Thursday, 9/1	Thursday, 10/6	Thursday, 11/3	Thursday, 12/1
Agenda Deadline - AM meeting	Thursday, 6/30	Thursday, 7/28	Thursday, 8/25	Thursday, 9/29	Thursday, 10/27	Wednesday, 11/23
County Commission Meeting-PM	Thursday, 7/21	Thursday, 8/18	Thursday, 9/15	Thursday, 10/20	Thursday, 11/17	Thursday, 12/15
Agenda Deadline - PM Meeting	Thursday, 7/14	Thursday, 8/11	Thursday, 9/8	Thursday, 10/13	Thursday, 11/10	Thursday, 12/8
BOCC Workshops						
Department Director's meeting	Tuesday, 7/26	Tuesday, 8/23	Tuesday, 9/20	Tuesday, 10/25	Tuesday, 11/22	Tuesday, 12/20
Holidays	Monday, 7/4 4th of July		Monday, 9/5 Labor Day		Friday 11/11 Vets Thursday/Friday 11/24&25 Thanksgiving	Friday, 12/23 Day before Christmas Monday, 12/26 Christmas celebrated
Budget Dates	Friday, 7/1 BeginState FY & Prelim. Tax Roll to DOR	Tuesday 8/23 TRIM Notices sent	Friday, 9/30 End of County FY FY 11/12 Budget approved	Saturday, 10/1 Beginning of County FY	Tuesday, 11/1 Tax bills mailed	

**** NOTES**

THIRD REVISION - 2/4/11

1. Added - Dates/Activities of Property Appraiser
2. **CORRECTED** date of BOCC Workshop with Mr. Harry Reed - CRTPA - **March 28** (Not February 24)



U. S. Department of Housing and Urban Development
 Jacksonville Field Office
 Charles Bennett Federal Building
 400 West Bay Street
 Suite 1015
 Jacksonville, Florida 32202-4410

28 JAN 2011

Ms. Sonora Walker
 Project Coordinator
 Jefferson Co. Board of Co. Comm.
 PO Box 536
 Monticello, FL 32345

Dear Ms. Walker:

We have calculated the Final Score on your Section 8 Management Assessment Program (SEMAP) Certification for the Fiscal Year Ending September 30, 2010. We appreciate your time and attention to the SEMAP assessment process. SEMAP enables HUD to better manage the Section 8 tenant-based program by identifying PHA capabilities and deficiencies related to the administration of the Section 8 program. As a result, HUD will be able to provide more effective program assistance to PHAs.

The Jefferson County Board of County Commissioners earned 130 points out of a possible 135 points, which results in an Overall Score of 96%. The following are your scores for each indicator:

Indicator 1	Selection from Waiting List	15
Indicator 2	Reasonable Rent	20
Indicator 3	Determination of Adjusted Income	20
Indicator 4	Utility Allowance Schedule	5
Indicator 5	HQS Quality Control	5
Indicator 6	HQS Enforcement	10
Indicator 7	Expanding Housing Opportunities	5
Indicator 8	Payment Standards	5
Indicator 9	Timely Annual Reexaminations	5
Indicator 10	Correct Tenant Rent Calculations	5
Indicator 11	Pre-Contract HQS Inspections	5
Indicator 12	Annual HQS Inspections	10
Indicator 13	Lease-Up	20
Indicator 14	Family Self-Sufficiency	NA
Indicator 15	Deconcentration Bonus	NA

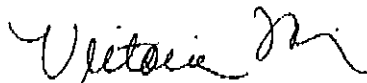
Your overall performance rating is High, and we congratulate you for outstanding performance for 2010.

Providing opportunities for very low-income families to obtain housing outside areas of poverty or minority concentration is an important HUD goal for the Housing Choice Voucher program. Housing Authorities located in metropolitan FMR areas may earn up to 5 Bonus points if they submit data that indicates efforts to encourage housing opportunities in areas with lower rates of poverty are being made. We strongly encourage all Housing Authorities located in metropolitan FMR areas to improve their efforts in deconcentration and complete the Deconcentration Bonus addendum on the next SEMAP Certification.

The Housing Authority received a score of 20 points for Indicator 13, Lease-up. This Indicator was originally designed to measure the Housing Authority's ability to lease up its Annual Contributions Contract (ACC) units and utilize its allocated Budget Authority up to 100%. The Housing Authority, for Fiscal Year End September 30, 2010, has over utilized the allocated Budget Authority. Although the SEMAP Certification does not measure over leasing or over utilization of the Budget Authority, this office is reminding the Housing Authority that they must not lease over the number of units allowed under their ACC. Misuse of the Budget Authority will eventually cause the Housing Authority to be under funded with no funds to pay current HAP contracts. This must be remedied as soon as possible. Please provide us with the process the Housing Authority will use to reduce over use of Budget Authority. Please provide actions to be taken and target dates for accomplishments by March 15, 2011.

Thank you for your cooperation with the SEMAP process. If you have any questions, please contact Shonda Newberry, of my staff, at (904) 208-6097, or by e-mail at Shonda.L.Newberry@hud.gov.

Sincerely,



Victoria Main
Director
Office of Public Housing